

AGENDA

Lake Park Town Commission

Town of Lake Park, Florida

Regular Commission Meeting

Wednesday, October 20, 2004 at 7:30 p.m.

Lake Park Town Hall

535 Park Avenue

Paul Castro	—	Mayor
G. Chuck Balius	—	Vice Mayor
Paul Garretson	—	Commissioner
Jeff Carey	—	Commissioner
Edward Daly	—	Commissioner

Doug Drymon	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Stephanie Thomas	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
None.

F. PRESENTATIONS

- Comprehensive Annual Financial FY 2003-2004 Report by Scott Porter
- Introduction of Palm Beach County Sheriff's office;
District 10-Town of Lake Park, Commander Douglas "Coy" Reece.
- Proclamation Recognizing November as National Epilepsy Awareness Month.

G. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. CONSENT AGENDA All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

Regular Commission Meeting Minutes of October 6, 2004.

←Tab 1

**I. ORDINANCES FIRST READING
PUBLIC HEARINGS:**

1. Ordinance No. 21-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING THE POSITION OF CHIEF INFORMATION TECHNOLOGY OFFICER UNDER THE TOWN OF LAKE PARK CLASSIFICATION PLAN MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR THE PUBLICATION OF AN UPDATED "CLASSIFICATION PLAN MANUAL" ; AND PROVIDING FOR AN EFFECTIVE DATE. ←Tab 2

J. 2. Ordinance No. 22-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCE OF THE TOWN OF LAKE PARK, CHAPTER 2, ARTICLE IV, DIVISIONS 1 AND 2, AMENDING SECTION 2-57 ENTITLED "MEMBERSHIP ON CERTAIN BOARDS AND COMMITTEE TERMINATED FOR MISSING MEETINGS; FILLING OF VACANCIES;" REPEALING SECTION 2-63 ENTITLED "DECLARATION OF LEGISLATIVE INTENT, PURPOSE;" REPEALING SECTION 2-64 ENTITLED "DUTIES AND RESPONSIBILITIES;" REPEALING SECTION 2-65 ENTITLED "QUALIFICATION AND TERMS OF OFFICE OF THE BOARD;" REPEALING SECTION 2-66 ENTITLED "ELECTION OF BOARD OFFICERS, QUORUM, COMPLIANCE WITH "SUNSHINE LAW";" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. ←Tab 3

K. RESOLUTIONS

3. RESOLUTION NO. 52-09-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A FINANCIAL ASSISTANCE AGREEMENT FOR THE PURPOSE OF RECEIVING A \$15,000 BEAUTIFICATION GRANT FROM PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

←Tab 4

L. DISCUSSION AND POSSIBLE ACTION

4. Town-wide Disaster Assistance for Businesses.

←Tab 5

5. Outline of Proposed Hurricane Preparedness Plan, and
Assessment of Hurricane Plan Needs (also Town Manager's Role)

←Tab 6

6. Venetian Isles PBSO Sub-Station.

←Tab 7

7. Distribution of Wal-Mart donation and matching Town Funds.

←Tab 8

8. Proclamations and Thank you Letters honoring Organizations, Businesses &
Individuals who supported Lake Park during and after Hurricanes Frances
and Jeanne.

←Tab 9

9. Consideration of request by staff to proceed with drafting an Ordinance
addressing the use and location of boat and vehicle awnings along with time
limits.

←Tab 10

10. Request for Information for a Management Study Concerning the Possible
Re-establishment of the Local Lake Park Police Department and the Lake Park Fire
Department.

←Tab 11

11. Update on Marina Construction Progress/Restaurant.

←Tab 12

12. Exterior color for the Marina Building.

←Tab 13

13. Lake Harbor Marina Advisory Board Appointment.

Kelleen Allen

Jerry Krape

←Tab 14

14. Code Compliance Board

←Tab 15

15. Special Code Enforcement Issues

←Tab 16

M. COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

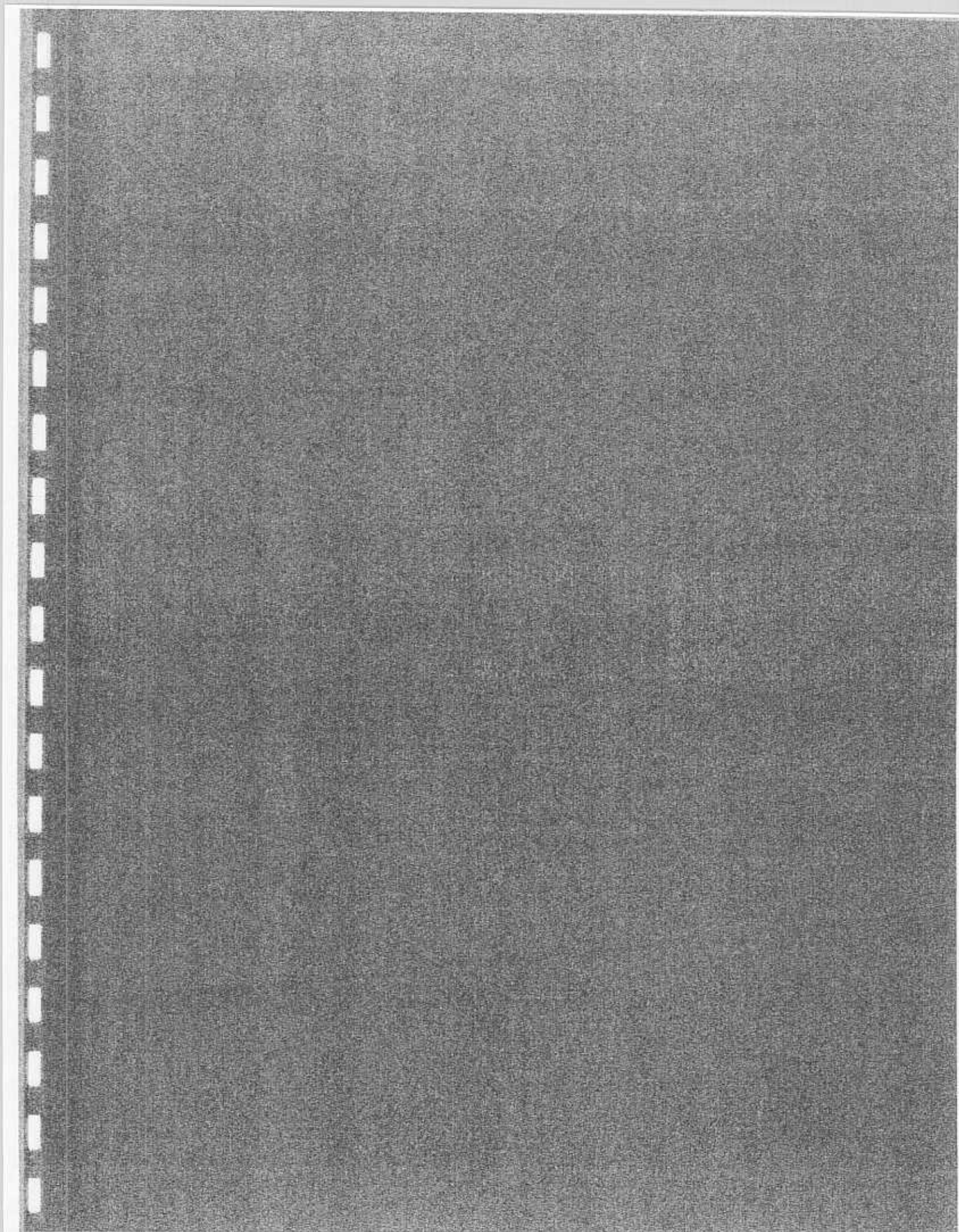
FUTURE AGENDA ITEMS

- Discussion of Boys and Girls Club

N. ADJOURNMENT

PRESENTATIONS

Summary Explanation/Background: Brief presentation of the 2003 CAFR



Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: 10-20-04

Agenda Item No. _____

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☒ Other: PRESENTATION

SUBJECT: PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL EPILEPSY MONTH

RECOMMENDED MOTION/ACTION: STAFF IS RECOMMENDING APPROVAL OF THE PROCLAMATION AS WRITTEN.

Approved by Town Manager



Date: 10-15-04

Originating Department: Clerks Office	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Interim Town Clerk <u>St.</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____ Please initial one.

Summary Explanation/Background:
 PLEASE SEE ATTACHMENT.

COMMITTEE FOR EPILEPSY AWARENESS
6670 ROYAL PALM BLVD
BLDG. K APT. 302
MARGATE, FLORIDA 33063-2189

Jerry Pizza, Chairman
(954) 984-8319

Bill Naulty, Secretary
(561) 798-2798

Dear *Town Clerk,*

October, 2004

The month of November is "NATIONAL EPILEPSY AWARENESS MONTH". The Committee for Epilepsy Awareness would greatly appreciate your assistance in helping bring about an awareness of this disorder.

Due to lack of correct information and an abundance of misinformation, people afflicted with Epilepsy have been discriminated against in all walks of life.

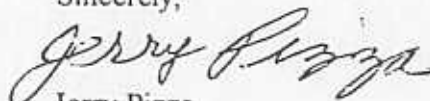
It is our goal to remove the ancient myths, superstitions and prejudices associated with this disorder and educate people as to what Epilepsy is and what Epilepsy is not.

Enclosed, please find a copy of our resolution. If your municipality participates in our awareness campaign, please send a copy of the resolution or proclamation to:

Jerry Pizza – Chairman
Committee for Epilepsy Awareness
6670 Royal Palm Blvd.
Bldg. K. Apt. 302
Margate, Florida 33063-2189

Thank you in advance for your interest in and concern for people afflicted with Epilepsy.

Sincerely,



Jerry Pizza
Chairman

P.S. Thanks to your support, last year 366 communities participated in our awareness campaign.

Proclamation by the Town of Lake Park

Recognizing November 2004 as
National Epilepsy Awareness Month

WHEREAS, Epilepsy, also known as Seizure Disorder, has afflicted mankind since the dawn of our species and has been recognized since the earliest medical writings, and as long ago as 400 B.C.

WHEREAS, Epilepsy can be caused by injury to the brain, lack of oxygen at birth, brain tumor, infection or brain hemorrhage, and in sixty percent of the cases the cause is unknown; a seizure is a sudden brief attack of altered consciousness, motor activity or sensory phenomena; it is a sign that certain brain cells are discharging an excessive amount of electrical impulses; and

WHEREAS, Epilepsy can affect anyone, at any age and at any time, and more than two million Americans are afflicted with some type of Epilepsy, of this number 150,000 are Florida residents, and with the administration of anticonvulsant drugs two thirds of those afflicted can be controlled; and

WHEREAS, lack of education about this disorder has contributed to age old myths, superstitions and prejudices and the stigma associated with this disorder is sometimes worse than the disorder itself; and

WHEREAS, studies carried out in the United States over the past thirty years have indicated that of all disabilities, Epilepsy poses the greatest barrier to employment, with the unemployment rates estimated to fall between twenty and twenty-five percent, and Epilepsy should not be a barrier to success; in addition to the normal requirements for success, a person who has Epilepsy needs a supportive environment and employers who are willing to give them an opportunity to become productive citizens, and people who have Epilepsy make reliable conscientious workers in job performance, productivity, safety, cooperation and attendance.

NOW, THEREFORE, on behalf of the Town Commission of the Town of Lake Park I, Paul W. Castro, Mayor of the Town of Lake Park, do hereby proclaim and recognize November 2004 as National Epilepsy Awareness Month.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 20th day of October 2004.

BY:

ATTEST:

Mayor Paul W. Castro

Stephanie Thomas, Town Clerk

TAB 1

CONSENT AGENDA

Minutes
Town of Lake Park, Florida
Town Commission Meeting
October 6, 2004, 7:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Town Commission Meeting on Wednesday October 6, 2004 at 7:30 PM. Present were Mayor Castro, Vice Mayor Balius, Commissioners Carey, Daly and Garretson, Town Manager Doug Drymon, Town Attorney Tom Baird and Interim Town Clerk Stephanie Thomas.

Commissioner Daly led the Invocation.

Vice-Mayor Balius led the Pledge of Allegiance.

Interim Town Clerk Stephanie Thomas performed the Roll Call.

ADDITIONS/DELETIONS

Addition of the Regular Commission Meeting minutes of the September 1, 2004 meeting.

Motion: A motion was made by Vice-Mayor Balius to approve the October 6, 2004 Agenda; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0.

PRESENTATIONS:

Presentation of Proclamation to Roger Williams Jr.

Motion: A motion was made by Vice-Mayor Balius to approve the Proclamation; Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
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Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0

Presentation of Proclamation to Eddie Cowart

Motion: A motion was made by Vice-Mayor Balius to approve the Proclamation;
Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0

PUBLIC COMMENTS

The following person(s) addressed the Commission:

Lennie Cotrell, Park Avenue – Congratulate the town of a job well done.

Bert Bostrom, Flagler Boulevard, indicated that she felt the Town did very well after both Hurricanes compared to neighboring cities.

CONSENT AGENDA

Regular Commission Meeting Minutes of September 22, 2004.

Regular Commission Meeting Minutes of September 1, 2004.

Motion: A motion was made by Commissioner Daly to approve the Consent Agenda.
Vice-Mayor Balius made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0

ORDINANCES

None

RESOLUTIONS

None

DISCUSSION AND POSSIBLE ACTION:

Authorization to allow Finance Director Cynthia Sementelli to sign the Fidelity Federal Online Agreement.

Motion: A motion was made by Commissioner Garretson to authorize Finance Director Cynthia Sementelli to sign the Fidelity Federal Online Agreement. Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0

Community Redevelopment Agency Business Disaster Recovery Services.

Before a motion could be made by the commission the Mayor requested a presentation from staff regarding the CRA Business Disaster Recovery Services sites. The Town Manager Doug Drymon explained that at the Special Call meeting on September 29, 2004 it was indicated that the Commission wanted to try and have some of the CRA money applied toward disaster recovery services, which is why this item was brought before the commission at this meeting. The Town Manager asked the Commission for direction as to where the Commission would like to go in using the CRA further. After discussion it was the consensus of the Commission to table this item until the next scheduled CRA Board Meeting and have staff supply an outline with criteria's and other recommendations.

Hurricane Preparedness Matters

Mayor Castro:

The Mayor indicated that he was very proud of the PBSO Duty's, PBC Fire Rescue and the Public Works staff for their efforts during both Hurricanes Frances and Jeanne. The Mayor then expressed his serious concerns as it relates to Hurricane Preparedness and being ready after the first storm. After the first storm, which was a category 2 slow moving storm, we had significant damage. Tree and power lines poles were down and our Public Works guys were there Sunday morning after the storm working. He felt that we could have learned more after this storm, maybe set-up channel 18 with an Emergency Operations video from PBC Fire Rescue on what to expect, and where temporally Town Hall would be relocated. Issues like what to do before the storm and after the storm would be aired for citizens to be made aware. An EOC – Emergency Operations Center should have been set-up before both storms. The manager of Public Works, Assistant manager, the Marina manager and the Planning manager should have been meeting with the Town manager the Friday before the storm. That should have been set-up over at the police station because they have generator power. The EOC, while geared up for emergency services was probably a little bit awkward because it was further away from Town Hall. At the police station there was an officer's there and during the second storm all the curfew violators were being processed out of that location, which didn't happen after the second storm. Essential personnel should have told to report to work on Sunday to clear streets, put up stop signs where lights were down and clear drains where flooding occurred, which didn't happen after Hurricane Jeanne. As a matter of fact, Sunday after the storm the Mayor saw our Town Manager one time about 9:30 or 10 a.m. and didn't see another town employee for the entire day or that evening. The Mayor was all day on the streets, at the police station or over at Publix trying to get food for the deputies. Not one employee was working the day after Hurricane Jeanne a category 3 storm with severe flooding on Lake Shore Drive and some flooding on some other premeditated streets. There was only one employee that the Mayor saw all day and that was the new Planning Director who was working out of the police station. The Mayor commended the Commissioners who worked with him on getting donations from Publix to feed the deputies and some of the residents that stopped by. It was very important that we showed our support, especially on the first three days after the storm, to the deputies and they appreciated it. Town Hall should have been operated out of the police station the Friday before the storm, where we knew there would be generator power, not Monday which was a day and a half after the storm. This would have allowed us more time to serve our residence, to set-up phone lines, so that if residents needed help had a place to call. This could have been done through channel 18 giving the numbers that

residents could call, which had been done after the first storm. The town had set-up volunteers along with Commissioner Garretson and helped in this fashion after the storm. But none of this occurred. There was no set-up at the police station after Hurricane Jeanne and that is uncongenial in the Mayor's opinion. There should have been contact between public and private partnerships. The Mayor went to Publix at around 9 a.m. after the storm and the Manager allowed the town to fill up the cart with what was need for the deputies and special needs people to serve them. The Commission served meals to special needs families. There was no employee that did anything like this for our citizens. There was no contact with Publix, Wal-Mart, Winn-Dixie, Cheney Brothers or any others for contributions that help us during our time of need. The Mayor indicated that if any of these organizations would have been contacted that they would have helped. This might have been done Monday or Tuesday but only after the Mayor called. There was no contact with the Media by any of the staff, until Monday morning when the Mayor started making the calls. At 4 a.m. Sunday morning the Mayor was on the phone with Channel 5 and then again at 7 a.m. and also with Clear Channel, which the Mayor made a point to make these phone calls. Also during Hurricane Frances there was no attempt by staff to alert the media to let them know what was going on in our town. The Mayor personally had to make hours of phone calls to the Red Cross, Salvation Army, our Representatives and Senators to try and get Aid in Lake Park. The Mayor does not feel that the town was served by our management team very well in the aspect of trying to receive Aid. There should have been a comfort station set-up for our residents, which could have been advertised on Channel 18. Residents would have had a place to go to get a cold drink, maybe a Danish, and come to the air conditioned Police Station. There were no employees working the day after a category 3 hurricane. No Emergency Operation Center was set-up, and no support staff was working except the Palm Beach County partners, which were Sheriff's Office and Fire Rescue on Sunday. The Mayor indicated that he found this to be uncongenial and quiet disturbing. This is all the Mayor had to say at this point, but would have more to add later in the meeting.

Commissioner Garretson:

Commissioner Garretson indicated that unfortunately the Town would get better at this, it's really unfortunate to say that, but the Town would and he hoped that we never have another Hurricane in 50 or 60 years but the probability is that we will. So here it goes and this is what we need to do. First of all there will be a workshop on this. The workshop will consist of 4 items. The number one item should be a new plan where leadership, staff, volunteers and special needs and how we are going to handle the town, this plan should be redrawn. Number two our facilities; we should go through a put a budgetary item to have a generator in the Town Hall building including an emergency line going from facility to another. The Police station, next door, can not handle the amount of residents that would come in for a break, which is probably why we did not advertise, we were not prepared for 10 thousand residents to come in a blow off steam. If the town had these two facilities under generator power then we could handle lots of people. We would need to get Town Hall running, not only the Police Station. Number three supplies; we will a way to get supplies and a way to cook those supplies. Number four we need to have some sort of stress relief counseling, spending several days with out power can be very stressful to our residents. There should be a plan in place for after the storm. The worse part of a hurricane is not the hurricane itself but what happens after. With these four things that the Commissioner mentioned should be discussed at the workshop with public input to come to some decisions. Hopefully there won't be a next storm, but with half the season over. Maybe a

workshop should be done before February 2005, like in a month from now. Hurricane season ends November 30th, which is not that far away. By the way, it is the Commission's job to be volunteers, not town employees. Commissioner Garretson opinion was that Commissioner should pick-up the slack where needed.

The Mayor interjected and corrected Commissioner Garretson in saying that it is not the job of the Commission to manage a crisis situation. The Mayor indicated that there was no management and in his opinion and there was misconduct of a public official. As far as the Mayor is concerned there was failure to conduct the official duty and that is called malfeasance and nonfeasance, and these are the Mayor's opinion. It is the job of the Commission to volunteer and do what they can, but it is not their job to manage the town after a catastrophe like the Town faced.

Commissioner Daly:

Commissioner Daly mentioned that there are many items that need to be addressed and many have already been mentioned. However one being Park Avenue and Lake Shore, not so much Lake Shore as the Condo's between Lake Shore and US 1. This is not the first, second or even third time that these Condo's have been flooded. Water is going in one door and out the other door. It is realized that this water runs into the Intercostals, however if the Town employees had been available to go to work on Sunday morning the drains might have been cleared and not waited until Monday. It was a shame that the water had to sit in a person's house for all these hours. Overall, in Commissioner Daly's opinion we did not have too much organization. There was no place for people go for supplies and Commissioner Daly had no answers for those individuals, and no direction from Town Hall. Commissioners went out and acted independently and did whatever was needed to get through the situation. He believes that we let the Town down and we could have done a better job had there been better direction from staff. There were other complains as well, such as there is long periods of time being shorted staffed. It took a year and a half to fill one position, and several others that are vacant. Staff needs to be up-to-par or fully staffed so that everyone can do their job. It is not something that the Commissioner can understand. It is not clear why employees had to drag all the items need from one building to conduct business. There is plenty to do rather than having to do extra. The Commission has to address the fact that no one else is responsible for the Town Manager and all his staff and they are to allow these things to go on the Commission is doing a great injustice to the Town of Lake Park residents. This is one of the reasons that Commissioner Daly made a motion of no confidence of the Town manager.

Commissioner Garretson would like to make this an agenda item for the next commission meeting to discuss. The Mayor indicated that his motion was going to be to terminate the contract of the Town Manager.

In response to the comments that were made by the Town Commission, Town Manager Drymon indicated that he feels that the Town is moving in a positive direction. He addressed the vacant positions within the Town. Town Manager Drymon indicated that he has been working on several of the items that the Commission addressed. He indicated that there have been two additional appointments made; the Commission should expect

Commissioner Carey

Commissioner Carey stated that there are other issues aside from what had been addressed. He stated that there are morality issues that pertain to the employees and the fact that there have not been criminal background checks ran on new hires. Commissioner Carey indicated that he has made several attempts to communicate with Town Manager Drymon and has not received a positive response. Commissioner Carey feels that there are several important issues that have been put aside when they should have been looked into immediately.

Motion: A motion of no confidence of the Town Manager was made by Commissioner Daly; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson		X	
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius		X	
Mayor Castro	X		

Motion carried 3-2

Motion: A motion to reprimand the Town Manager for misconduct after Hurricane Jeanne. Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson		X	
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius		X	
Mayor Castro	X		

Motion passed 3-2.

Mayor Castro and Commissioners Daly and Carey indicated that there are more issues that are being taken into affect in making the decision of reprimanding Town Manager Drymon. Vice

Mayor Balius feels that the Town Commission should have requested to see the Hurricane Preparedness Plan; he feels that the entire Town could have collectively been better prepared. Vice Mayor Balius does not feel that the Town Manager is the only person to blame. Commissioner Garretson suggested that the Town Commission delay reprimanding Town Manager Drymon until the October 20, 2004 Regular Commission Meeting.

Special Code Enforcement Issues

There was consensus among the Town Commission to defer the aforementioned item to the next Regular Commission Meeting due to the lack of supportive documentation.

COMMENTS BY COMMISSION, TOWN MANAGER AND TOWN ATTORNEY

Mayor Castro

Mayor Castro indicated that there is a problem with the Code Compliance Board. He suggested that he would like for the Special Master to address all the Code Compliance issues. Mayor Castro directed staff to draft a letter to Sheriff Bieluch indicating that the Town is not happy with the decision that he took in replacing Captain John Carroll. He stated that Captain Carroll did the best he could during his tenure.

Mayor Castro requested that residents place only one appliance out for pick up until the Sanitation Department is back on its regular schedule.

Commissioner Garretson

Commissioner Garretson reiterated that Staff needs to begin drafting the proclamations and thank you letters as soon as possible. Commissioner Garretson also tried to reinforce the importance of placing barricades around pools or other hazardous areas. He feels that because this is a life safety issue that it can be resolved in 24 hours or violators will be sited.

Commissioner Daly

Commissioner Daly stated that he would like staff to draft a letter to Florida Power and Light in reference to the maintenance of the electric poles. Commissioner Daly requested an update on the Marina.

Vice-Mayor Balius

Vice Mayor Balius requested an update on the Marina. Vice Mayor Balius publicly noted that there will be a joint meeting on October 7, 2004 in Palm Beach Gardens.

Commission Carey

Commissioner Carey commended the Public Works Department.

Town Attorney

Town Attorney Baird reported that a member of the Code Compliance Board has been acting as a Code Enforcement Officer. He also reported that the Chairperson from the Board also acted as an expert witness in the Kelsey Club case. Town Attorney Baird recommended that the Town and his law firm schedule a workshop to educate the members of the Code Compliance Board. Town Attorney Baird suggested that the Town refer next month's cases to the Special Master;

the Special Master will be able to dispose of the cases faster than that of an advisory board in that the Special Master possesses expertise and impartiality. He stated that the board can remain active; however the more complex cases should be directed to the Special Master.

Town Manager

Town Manager Drymon publicly noted that Riverside Bank is accepting nominations from the public and/or Commission for the title of "Hometown Hero" that will be honored and recognized at a picnic that will be sponsored by the bank.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Balius and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 9:23 PM.

Mayor Paul Castro

Interim Town Clerk Stephanie Thomas

Approved on _____

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input checked="" type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Ordinance No. 21; creating the position of Chief Information Technology Officer.

RECOMMENDED MOTION/ACTION: Approval of Ordinance No. 21 -2004; Creating the position of Chief Information Technology Officer.

Approved by Town Manager [Signature] **Date:** 10-15-04

Originating Department: Clerks Office	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Interim Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>✓</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please see attachment.

TOWN OF LAKE PARK

MEMO

To: Mayor and Town Commissioners
From: Doug Drymon, Town Manager
Date: October 5, 2004

Subject: Creation of Chief Information Technology Officer Position

As the Commission is aware, Hoa Hoang presently serves the Town of Lake Park in the capacity of Assistant to the Town Manager – Information Technology. A review of Hoa's duties and normal work assignments has led me to conclude that it would be in the best interests of the Town to assign Hoa to a newly created position within the Town's organization, classified under the title of "Chief Information Technology Officer." Hoa has essentially been functioning as the Town's computer and networking specialist since prior to my arrival as Town Manager, and I believe this new position will more closely reflect the type of the work that Hoa performs on a day-to-day basis.

I have attached a recommended position description for the Chief Information Technology Officer position for your review. For comparison purposes I have also attached a position description of the Assistant to the Town Manager position.

2004 Salary data provided by the Florida League of Cities and the Public Employers Personnel Information Exchange (PEPIE) indicates that compensation for information technology-related positions of the type being discussed here ranges from a low of \$43,502 to a high of \$70,737. However, the reported compensation more typically averages between \$52,038 and \$59,358.

FLC data for Palm Beach area jurisdictions:

<u>Job Title</u>	<u>No. of Resp.</u>	<u>Minimum</u>	<u>Mid-Range</u>	<u>Maximum</u>	<u>Average</u>
Computer Operations Manager	4	\$50,045	\$59,527	\$69,009	\$55,300

FLC data for all Florida jurisdictions:

<u>Job Title</u>	<u>No. of Resp.</u>	<u>Minimum</u>	<u>Mid-Range</u>	<u>Maximum</u>	<u>Average</u>
Computer Operations Manager	61	\$46,237	\$58,309	\$70,737	\$59,358

PEPIE 2004 Salary Survey for Broward and Palm Beach county jurisdictions.

<u>Job Title</u>	<u>No. of Resp.</u>	<u>Minimum</u>	<u>Mid-Range</u>	<u>Maximum</u>	<u>Average</u>
Network Computer Analyst	30	\$43,502	\$53,578	\$63,653	\$52,038

In view of the above information, I am recommending that Pay Grade 20 (\$41,854 - \$58,887) of the Town of Lake Park Pay Plan be assigned to the Chief Information Technology Officer position.

The Commission's consideration and approval of this request would be appreciated.

Town of Lake Park
CHIEF INFORMATION TECHNOLOGY OFFICER

DEPARTMENT: INFORMATION TECHNOLOGY
CLASS CODE: _____
PAY GRADE: 20

CHARACTERISTICS OF THE CLASS

Under administrative direction of the Town Manager, responsible for the operation and support of the Town's data and voice transmission networks, operating system software, and personal computer workstation hardware and software components. Also oversees installation and maintenance of security, alarm, telecommunication and voice mail systems at all Town facilities. Prepares and approves specifications for computer and associated equipment purchases. Recurrent involvement in preparing and reviewing requests for proposals, applications for grants, and bids relating to information technology management.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Plans, schedules and coordinates required maintenance to Personal Computer (PC) & Networking systems.
2. Evaluates software programs and computer hardware, and recommends standards that will aid in establishing town-wide IT policies.
3. Responsible for developing and implementing computer security policies.
4. Ensures the integrity of computer system inter-connections.
5. Ensures the integrity of the network server, including installation and maintenance of peripheral hardware, software, and auxiliary power supplies.
6. Oversees installation of associated hardware and software required by individual PC users, including the coordination of electrical installations as needed.
7. Analyzes and monitors Personal Computer hardware and software purchases for conformity with Town standards and long range use plans.
8. Coordinates with Town Manager and Finance Office staff to prepare annual IT budget.
9. Oversees purchase, maintenance and operation of media equipment used in the transmission of public meetings.
10. Coordinates purchase, maintenance and operation of Town telecommunication and radio equipment.
11. Oversees purchase and maintenance of security and alarm equipment, and when required prepares, solicits and evaluates bids for same.
12. Ensures data integrity on all servers and personal computer workstations.
13. Ensures proper data backup is performed on all servers.
14. Responsible for troubleshooting and correcting all information management problems involving personnel, training, equipment, and software.
15. Serves as System Security Officer to ensure confidentiality of sensitive data.
16. Serves as Town's liaison with computer consultants, computer hardware manufacturers and software suppliers.
17. Coordinates training for Town personnel in proper use of Information Technology equipment and application software. Arranges for appropriate training classes, instructors and materials.
18. Ensures the Town's website is functional and current with appropriate information.
19. Ensures 24-hour/7day availability of required systems, and maintenance of the Town's Computer Disaster Recovery Plan.
20. Provides and maintains Town network availability, including Internet access, E-mail and document imaging for the Town.
21. Provides data communication systems support to all Town locations connected to the Town's Information Technology Network.
22. Performs related work as required, and other such work as is assigned.

Town of Lake Park

RELATED TASKS

1. Oversees and assists with training for Personal Computer users.
2. Evaluates the work performance of subordinates, when required.

REQUIREMENTS

A. Training and Experience:

Any combination of education and work experience equivalent to graduation from an accredited college or university with major course work in computer science or a related field, and demonstrated knowledge of the uses of computer personal workstations, computer software and computer networking operations.

B. Knowledge, Abilities and Skills:

Comprehensive knowledge of the utilization of computer workstations, Microsoft network server and software packages; comprehensive knowledge of the principles and techniques associated with the installation and operation of computer programs; thorough knowledge of the operation, uses and capabilities of installed computer and related equipment; thorough knowledge of the technological principles associated with computer operations; ability to follow oral and written instructions; ability to prepare technical reports as required; ability to establish and maintain effective working relationships with associates, superiors and other departments; ability to plan and supervise the work of subordinate personnel, when required.

C. Physical Requirements:

Must possess manual dexterity and have ability to lift, move or carry moderate-to-heavy weight objects (20-35 pounds), such as monitors, CPUs, auxiliary power supply units, etc.

D. Environmental Requirements:

Tasks generally performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

E. Sensory Requirements:

Ability to hear normal range of sounds and determine color.

F. Blood borne Pathogens:

Category III – Minimal to No Risk Exposure.

SPECIAL REQUIREMENTS

Must possess a valid State of Florida driver's license.

Job Title: ASSISTANT TO THE TOWN MANAGER

Job Number: 490

Hours/Pay grade : 40 / 16

Department: Administration

Salary: Min. \$34,433.00 - Max. \$45,700.00

Supervised By: Town Manager

Location: Town Hall

JOB DESCRIPTION: Administration, Organizational analysis and development, preparation of reports and internal and external communications.

GENERAL PURPOSE: Administrative and management work assisting the Town Manager in the management of activities necessary to insure the efficient and effective operation of the Town. Position requires particular knowledge and experience in Historic Preservation, Economic Development, Main street and other redevelopment strategies.

RESPONSIBILITIES:

Assists with the administration and implementation of directives and policy decisions of the Town Commission through the Town Manager.

Participates in the preparation of Town Commission agendas.

Attends regular and special meetings of the Town Commission and other town boards.

Assists in the preparation and coordination of the Town budget.

Provides direction and guidance to various Department Directors in formulating and executing administrative policies and/or developing new programs, especially as it relates to redevelopment.

Promotes the Town and Town's Mission Statement.

Conducts fact-finding interviews, observes operations and reports recommended changes to the Town Manager.

Assists in developing and implementing management solutions.

Develops and implements special programs and projects as directed by the Town Manager.

Confers with representatives of other jurisdictions, developers, private industry, civic and community groups on matters of interests pertaining to assigned departments or functions.

Performs research and preparation of statistical reports.

Responds to inquiries from employees, citizens and others. Refers complaints to other departments or individuals as required.

Performs any other related work as required.

Assists with special events to promote Town's image.

Assists Planning Dept. in historical and architectural elements of Comp. Plan and Zoning Codes.

Seeks out grant opportunities and prepares applications.

QUALIFICATIONS:

- Required:
 - Bachelor's Degree in public administration, Planning/Historic Preservation. Master's degree preferred.
 - Knowledge of local and state statute laws.
 - Considerable experience in various phases of management of specific projects including redevelopment.
 - Considerable knowledge of theories, principles and practices of public administration as it relates to economic development and planning.
 - Considerable knowledge of the organizational structures, functions, operations, objectives and goals of Municipal government.
 - Knowledge of community dynamics including inter-governmental relations, civic organizations and special interest groups.
 - Ability to identify, analyze and solve administrative problems.
 - Ability to represent the Town Manager in her absence.
 - Ability to work independently on complex and confidential assignments.
 - Ability to communicate effectively verbally and in writing.
 - Ability to establish and maintain effective working relationships with Town officials and employees.
 - Ability to plan, prepare and operate under an approved budget.

SPECIAL REQUIREMENTS:

- Valid Florida State driver's license.
-

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel or crouch.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include closed vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TOOLS & EQUIPMENT USED:

Phone system, personal computer including word processing software, calculator; copy machine, fax machines, adding machine and automobile.

ENVIRONMENTAL CONDITIONS:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

Formal application, rating of education, training and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved By:

Town Manager:

T. Leary

Closing Date:

Ordinance No. 21-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING THE POSITION OF CHIEF INFORMATION TECHNOLOGY OFFICER UNDER THE TOWN OF LAKE PARK CLASSIFICATION PLAN MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR THE PUBLICATION OF AN UPDATED "CLASSIFICATION PLAN MANUAL" ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, § 2 of the Florida Constitution the Town of Lake Park, Florida has the government, corporate and proprietary powers to conduct municipal government; and

WHEREAS, the Town Commission has adopted general provisions pertaining to the Powers of the Town Manager, which have been codified in Chapter 2; Article III, Administration, Section 2-41; and

WHEREAS, section 2-151 (1) of the Town Code provides for the preparation, maintenance, and revision of a position classification plan for all positions in Town service; and

WHEREAS, the "Classification Plan Manual" is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay and equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain titles and classifications within the Town services,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct findings of fact and conclusions of law of the Town Commission.

Section 2. The Classification Plan Manual is revised to contain the position of Chief Information Technology Officer, which position becomes part of the Classification Plan of the Town of Lake Park.

Section 3. The Chief Information Technology Officer shall report directly to the Town Manager and shall perform such duties as delegated by the appropriate authority; the duties shall include but are not limited to those outlined in Attachment A.

Section 4. The position of Chief Information Technology Officer shall be paid an annual salary which will reflect Pay Grade 20 (\$41,854 to \$58,887) of the Town of Lake Park Pay Plan.

Section 5. If any section, paragraphs, subparagraph, clause or provision of this Ordinance shall be judged invalid, such adjudication shall apply only to specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Section 6. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately upon passage.

(this space was intentionally left blank)

Upon First Reading this 20th day of October 2004, the foregoing ORDINANCE 21-2004 was offered by _____, who moved its approval. The motion was seconded by _____, and being put to a vote, the result was as follows:

AYE

NAY

MAYOR PAUL CASTRO
VICE MAYOR CHUCK BALIUS
COMMISSIONER PAUL GARRETSON
COMMISSIONER ED DALY
COMMISSIONER JEFF CAREY

PUBLISHED IN THE PALM BEACH POST THIS _____ DAY OF _____, 2004, AND THE _____ DAY OF _____, 2004.

Upon Second Reading, this _____ day of _____, 2004, the foregoing ORDINANCE was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the result was as follows:

AYE

NAY

MAYOR PAUL CASTRO
VICE MAYOR CHUCK BALIUS
COMMISSIONER PAUL GARRETSON
COMMISSIONER ED DALY
COMMISSIONER JEFF CAREY

The Mayor thereupon declared Ordinance No. _____ duly passed and adopted this 20th day of October, 2004.

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor Paul Castro

ATTEST:

Approved as to form and legal sufficiency

Stephanie Thomas
Town Clerk
(Town Seal)

Thomas J. Baird, Town Attorney

TAB 3

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: October 20, 2004

Agenda Item No.

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☒ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

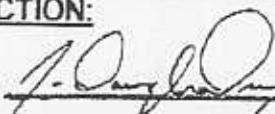
☐ CONSENT AGENDA

☐ Other:


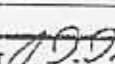
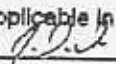
SUBJECT: Ordinance Amending the Lake Park Code Repealing the Language Pertaining to the Town Education Advisory Board and Disbanding the Board

RECOMMENDED MOTION/ACTION:

Approved by Town Manager




Date: 10-14-04

Originating Department: Town manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney  <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager 
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case  Please initial one.

Summary Explanation/Background: At its October 6, 2004 meeting, the Commission directed by consensus that the Education Advisory Board be disbanded and that an Ordinance be placed on the agenda for first reading at the October 20, 2004 Commission repealing Chapter 2, Article IV, Divisions 1 and 2 of the Town Code pertaining to the Education Advisory Board thereby disbanding the Board.

TOWN OF LAKE PARK
INTER-OFFICE MEMORANDUM

To: J. Douglas Drymon, Town Manager

From: Thomas J. Baird, Town Attorney 

Date: October 13, 2004

Re: Ordinance Amending and Repealing Chapter 2, Article IV, Divisions 1 and 2 of the Town Code Regarding the School Advisory Board

Attached please find the final version of the above-referenced Ordinance. Please have it placed on the agenda of the Town Commission.

Attachment

cc: Stephanie Thomas, Interim Town Clerk

E:\TJBP\LP_General\Memos\Drymon Ord Code Ed Advisory Board.wpd

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 2, ARTICLE IV, DIVISIONS 1 AND 2, AMENDING SECTION 2-57 ENTITLED "MEMBERSHIP ON CERTAIN BOARDS AND COMMITTEE TERMINATED FOR MISSING MEETINGS; FILLING OF VACANCIES;" REPEALING SECTION 2-63 ENTITLED "DECLARATION OF LEGISLATIVE INTENT, PURPOSE;" REPEALING SECTION 2-64 ENTITLED "DUTIES AND RESPONSIBILITIES;" REPEALING SECTION 2-65 ENTITLED "QUALIFICATION AND TERMS OF OFFICE OF THE BOARD;" REPEALING SECTION 2-66 ENTITLED "ELECTION OF BOARD OFFICERS, QUORUM, COMPLIANCE WITH "SUNSHINE LAW";" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to the Education Advisory Board in the Town's Code of Ordinances, which have been codified in Chapter 2 of the Code of Ordinances; and

WHEREAS, certain codified provisions of Chapter 2 of the Town Code of Ordinances require amendment, repeal, modification, or revision; and

WHEREAS, Town staff has recommended to the Town Commission that Section 2-57 of Chapter 2 be amended, and Sections 2-63, 2-64, 2-65 and 2-66 of Chapter 2 of the

Town Code pertaining to the Education Advisory Board be repealed to eliminate the Education Advisory Board; and

WHEREAS, the Town Commission has reviewed these recommendations and has determined that amending Section 2-57 of Chapter 2, and repealing Sections 2-63, 2-64, 2-65 and 2-66 of Chapter 2 of the Town's Code of Ordinances is necessary to further the public's health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. Chapter 2, Article IV, Divisions 1 and 2, of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended and repealed as follows:

Sec. 2-57. Membership on certain boards and committees terminated for missing meetings; filling vacancies.

(a) For the purposes of this section, the following words, terms and phrases shall have the meanings herein ascribed to them:

- (1) *Board* shall mean board or committee as appropriate.
- (2) *Valid excuse* shall mean one of the following:
 - a. Illness of member or other person for whom the member is a caregiver;
 - b. Death of a member's relative;
 - c. Emergency as approved by a majority of the board; or
 - d. Scheduled absence approved in advance by the chairman.

(b) The secretary of each board as set forth above shall set down persons who are present and absent at each board meeting, and shall include in the minutes of the meeting, the name of any person(s) who has missed two (2) consecutive meetings without a valid excuse, including regular and special meetings of such board.

- (c) Membership on the boards of the town, as set forth below, shall be automatically terminated for any member who, without valid excuse, misses two (2) consecutive board meetings both regular and special of: ~~The education advisory board~~, tree board, library board, marina development and control board, board of adjustment, planning and zoning board, the historical preservation board, the merit and code compliance board.
- (d) The town clerk shall be responsible for reviewing the minutes of each board to determine when a vacancy has occurred because of lack of attendance. When it appears from the minutes that a vacancy has occurred, the clerk shall confirm same with the secretary and/or chairman and shall subsequently publish notice of the vacancy. The town commission shall fill the vacancy no sooner than two (2) weeks after the publication of such notice. A board member who is removed from office for lack of attendance shall not serve until a successor is appointed, but the membership on such board shall terminate at the close of the second consecutive meeting which the member has not attended.
- (e) The town clerk shall monitor the terms of office for board members. Not less than sixty (60) days prior to the end of a board members' term, the clerk shall publish a notice of the impending vacancy.
- (f) When publication of notice is required pursuant to this section, such publication shall be in the town newsletter and/or by other reasonable means of posting and publication. Copies of such notices shall be provided to the town commission at the next regular meeting following publication.
- (g) Each person seeking an initial appointment to a board shall be required to complete a profile sheet. The form for such profile sheet shall be approved by the commission. Any current regular member or alternate member seeking appointment or reappointment shall also be required to complete a profile sheet if one has not been completed within the previous three (3) years. A profile sheet shall be due no later than forty-eight (48) hours prior to the regular commission meeting at which the appointment is scheduled to occur.
- (h) The town commission shall appoint two (2) alternates for each board. Alternate members of a board shall be appointed as first alternate and second alternate and shall serve in that order when necessary. Alternate members shall be permitted to participate in all board discussions. When an alternate member serves, he or she shall have all the powers and duties of a regular member including the right to vote on any matter before the board.
- (i) The clerk shall prepare the ballot for commission action on a vacancy. The ballot shall include the name of each person seeking the appointment for which a profile sheet has been timely received. Each person seeking appointment shall be identified as a current member, current first alternate member, current second alternate member or new applicant, as appropriate. The clerk shall receive, tally and announce the results at the commission meeting at which the balloting occurs. Thereafter, the clerk shall notify each

applicant in writing of the commission's action upon the applicant's request for appointment.

- (j) No person shall serve more than three (3) consecutive terms on a board.
- (k) Each board shall elect a new chairperson and vice chairperson on an annual basis.
- (l) All members of town boards shall be residents of the town; ~~however, unless~~ otherwise prohibited by law, the commission may appoint no more than two (2) (including alternate members) town business owners to the boards of the town, excepting the board of adjustment, and all appointments to said boards shall be made by the commission of the town.

~~Sec. 2-63. Declaration of legislative intent, purpose:~~

~~It is the intent of this division to promote the awareness and participation of the citizens of the town with the education of the children of the town. Further, it is the intent of the commission to encourage the cooperation of the citizens of the town through their volunteer efforts within the school and the community, with the county school board and the private schools in the town to enhance the efforts of the schools in educating our children.~~

~~Sec. 2-64. Duties and responsibilities:~~

~~The duties and responsibilities of the education advisory board shall be as follows:~~

- ~~(1) To solicit input from parents, students and the community to clearly understand their educational expectations and concerns so that the board may actively address these issues.~~
- ~~(2) To improve the individual schools through active participation in each school's School Advisory Council (SAC).~~
- ~~(3) To periodically meet with area superintendents, area school board members and the school superintendent to express the wants and needs expressed by the town commission and to receive feedback from the school system regarding same.~~
- ~~(4) To address the school board on specific issues when requested to do so by the town commission.~~
- ~~(5) To provide the town commission with a yearly "State of the Schools" report.~~
- ~~(6) To monitor school board activities and report to the town commission any items of interest or concern.~~

~~(7) To serve as a liaison between the county school board and the town commission;~~

~~(8) To participate in an information exchange via school newsletters and principal's office with the administration of each town school as well as with schools outside of the township that serve town students;~~

~~(9) To contact local businesses within the township for professional skills, materials, financial or educational support for schools. Any such solicitation shall first be approved by the town commission;~~

~~(10) To coordinate the activities of the town with those activities of the schools, colleges and universities in order to enhance educational opportunities for residents of the town;~~

~~(11) To coordinate with the towns' recreation/community affairs department for pre- and post-school activities;~~

~~Sec. 2-65. Qualifications and terms of office of the board:~~

~~(a) The town commission shall appoint an uneven number, but no more than eleven (11) members, and up to four (4), but not less than two (2) alternate members to the education advisory board. The members shall meet at least one of the following criteria by being either:~~

~~—— (1) An administrator, teacher, or staff member of one of the schools (pre-school, elementary, secondary or post-secondary) serving the citizens of the town;~~

~~—— (2) A person who is a registered town voter;~~

~~—— (3) A business owner in a town business; or~~

~~—— (4) A member of the town library staff;~~

~~—— (5) The town commission may appoint up to three (3) students to indefinite terms as "student members" of the board. Students appointed pursuant to this section shall not be counted as board members for the purpose of meeting quorum requirements and shall not be entitled to make motions or cast votes; however, appointed students may participate in the discussion of matters being considered by the board and may bring suggestions for action to the board. When an appointee ceases to be a student, his or her membership on the board shall terminate automatically.~~

~~(b) In order that the terms of office all members will not expire at the same time, the initial appointments to the education advisory board shall be as follows:~~

~~—— (1) Six (6) members shall be appointed for a term of one year.~~

~~(2) Five (5) members shall be appointed for a term of two (2) years.~~

~~(c) Thereafter, all appointments shall be made for a term of two (2) years. No member may serve more than three (3) consecutive two-year terms. Any member may be reappointed upon approval of the commission. An appointment to fill any vacancy on the education advisory board shall be for the remainder of the unexpired term of office.~~

~~(d) Except as provided herein, members shall serve in accordance with the town code, sections 2-56 and 2-57.~~

Sec. 2-66. Election of board officers, quorum, compliance with "Sunshine Law."

~~(a) The board shall elect, at a regular meeting to be conducted in January of every year, from its membership, a chairperson and vice chairperson. The chairperson and the vice chairperson shall serve as a regular member of a School Advisory Council (SAC) at one of the schools serving town students. This includes but is not limited to Lake Park Elementary, H.L. Watkins Middle School, Suncoast High School and Palm Beach Gardens High School. Further, the board shall elect from its membership a secretary who shall record the proceedings of each meeting.~~

~~(b) A quorum of the board shall be deemed present if a majority of the membership of the board is present. The affirmative vote of a majority of members present at a meeting at which a quorum is present is required for the board to take a formal action. If a quorum is not present within fifteen (15) minutes after the designated start time of the meeting the meeting will be rescheduled.~~

~~(c) Members of the education advisory board shall comply with the provisions of the chapters 286 and 119, Florida Statutes.~~

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to

accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

E:\TJB\LP General\Ordinances\Code Amendments\Chap 2 Repeal.wpd

TAB 4

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: October 12, 2004 Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Financial Assistance Agreement for Lake Shore Drive Beautification.

RECOMMENDED MOTION/ACTION: Approve Resolution to allow Mayor's signature on Financial Assistance Agreement, for the purpose of receiving \$15,000 beautification grant from Palm Beach County.

Approved by Town Manager *J. J. [Signature]* Date: 10/12/04

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney <u><i>JJB</i></u> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The Town of Lake Park requested financial assistance from County Commissioners Karen Marcus and Addie Greene to facilitate improvements to the layout and landscaping of Lake Shore Drive which is part of the Lake Park Harbor Marina Project. Commissioner Marcus was able to arrange a \$15,000 beautification grant through her office for this purpose. Commissioner Greene did not have any discretionary monies left in her office's account to contribute to this project prior to the close of FY 2003-2004; however, Town staff is continuing to follow up with Commissioner Greene's office to obtain grant funding in FY 2004-2005.

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 12, 2004

Agenda Item No. _____

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Financial Assistance Agreement for Lake Shore Drive Beautification.

RECOMMENDED MOTION/ACTION: Approve Resolution to allow Mayor's signature on Financial Assistance Agreement, for the purpose of receiving \$15,000 beautification grant from Palm Beach County.

Approved by Town Manager *J. J. [Signature]* Date: 10/12/04

Originating Department: _____	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: _____ _____ _____
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.		

Summary Explanation/Background: The Town of Lake Park requested financial assistance from County Commissioners Karen Marcus and Addie Greene to facilitate improvements to the layout and landscaping of Lake Shore Drive which is part of the Lake Park Harbor Marina Project. Commissioner Marcus was able to arrange a \$15,000 beautification grant through her office for this purpose. Commissioner Greene did not have any discretionary monies left in her office's account to contribute to this project prior to the close of FY 2003-2004; however, Town staff is continuing to follow up with Commissioner Greene's office to obtain grant funding in FY 2004-2005.

RESOLUTION _____

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE
MAYOR TO SIGN A FINANCIAL ASSISTANCE AGREEMENT
FOR THE PURPOSE OF RECEIVING A \$15,000
BEAUTIFICATION GRANT FROM PALM BEACH COUNTY;
AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on July 21, 2004, the Town of Lake Park submitted a letter requesting a grant from Palm Beach County Commissioner Karen Marcus in the amount of \$15,000.00 in discretionary grant funding for the beautification of Lake Shore Drive; and

WHEREAS, Commissioner Marcus has approved such request; and

WHEREAS, the Town Commission has determined that it is in the best interests of the residents and citizens of the Town of Lake Park to execute the Lake Shore Drive Beautification Grant Agreement with Palm Beach County for such grant.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes the Mayor to sign the Financial Assistance Grant Agreement with Palm Beach County, a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	_____	_____
VICE-MAYOR G. CHUCK BALIUS	_____	_____
COMMISSIONER PAUL GARRETSON	_____	_____
COMMISSIONER ED DALY	_____	_____
COMMISSIONER JEFF CAREY	_____	_____

The Mayor thereupon declared the foregoing Resolution No. _____ duly passed and adopted this day of , 2004.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO
MAYOR

ATTEST:

Stephanie Thomas
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal
sufficier.cy:

By: _____
THOMAS J. BAIRD
TOWN ATTORNEY



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair
Tony Masiolotti, Vice Chairman

Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene

County Administrator

Robert Weisman

October 5, 2004

J. Douglas Drymon
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Financial Assistance Agreement for Lake Shore Drive
Beautification**

Dear Mr. Drymon:


Enclosed are two originals of the above-referenced Financial Assistance Agreement which provide the terms under which reimbursement for the beautification can occur.

Please have both originals executed by the Town, and then return both originals to me so this item can go before the County Commission for final execution. Following that approval and the signature of the Chair, I will return one fully executed original to you for your records.

Your efforts to enhance the quality of life in Palm Beach County are appreciated. If you have any questions, please contact me or Jason Weber at 684-4100.

Sincerely,

OFFICE OF THE COUNTY ENGINEER


Andrew S. Hertel, AICP
Manager - Streetscape Section

Attachments: Two Originals of the Financial Assistance Agreement

pc: Patricia Weaver - Commissioner Marcus' Office
G. Haney Frakes, Jr., P.E., Assistant County Engineer
Harvey Phillips, Engineering Executive Office
Jason Weber - Streetscape Section

File: Municipalities - Town of Lake Park
County Commission District 1

f:\median\ash\2005AGMTS\LakeParkTransLtr100504

"An Equal Opportunity
Affirmative Action Employer"



printed on recycled paper

FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF LAKE PARK
FOR LAKE SHORE DRIVE - BEAUTIFICATION

THIS INTER-LOCAL AGREEMENT is made and entered into this ____ day of _____, 2004, by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, hereinafter "TOWN", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, TOWN is undertaking the installation of beautification improvements within the TOWN's Lake Shore Drive right of way across the frontage of the TOWN's marina (from Silver Beach Road to approximately 200 feet north of Cypress Drive), hereinafter IMPROVEMENTS; and

WHEREAS, COUNTY believes that such efforts by TOWN serve a public purpose in the enhancement of the appearance of this thoroughfare and wishes to support TOWN's efforts to install the IMPROVEMENTS by providing reimbursement funding for the cost of the IMPROVEMENTS from Commission District 1 Discretionary Funds for Improvements, in an amount not to exceed FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00); and

WHEREAS, after installation, TOWN will be responsible for the perpetual maintenance of the IMPROVEMENTS; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and are incorporated herein.
2. COUNTY agrees to provide to TOWN reimbursement funding for documented costs from Commission District 1 Discretionary Funds for Improvements in an amount not to exceed FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00) for TOWN's IMPROVEMENTS within the right of way of the TOWN's Lake Shore Drive.

1 3. COUNTY agrees to reimburse TOWN the amount established in
2 paragraph 2 for costs (materials and labor) associated with installation of the
3 IMPROVEMENTS, upon TOWN's submission of acceptable documentation needed
4 to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts
5 to provide said funds to TOWN on a reimbursement basis within forty-five (45) days
6 of receipt of all information required in Paragraph 6, below.

7 4. COUNTY's obligation is limited to its payment obligation and shall have
8 no obligation to any other person or entity.

9 5. TOWN agrees to assume all responsibility for bidding, contract
10 preparation, and contract administration for the installation of the IMPROVEMENTS,
11 including payment(s) to contractor(s), pursuant to all applicable governmental laws
12 and regulations and will comply with all applicable governmental landscaping codes
13 and permitting requirements in the selection and installation of the IMPROVEMENTS.
14 TOWN also agrees to assume financial responsibility for the completion of any
15 portions of the IMPROVEMENTS that are not fully-funded by the amount set forth in
16 Paragraph 2, above.

17 6. TOWN will obtain or provide all labor and materials associated with the
18 installation of the IMPROVEMENTS. COUNTY shall have the final determination of
19 eligibility for reimbursement. TOWN shall furnish the Manager, Streetscape Section,
20 of COUNTY's Department of Engineering and Public Works with a request for
21 payment supported by the following:

22 a. A statement from a Florida Registered Landscape Architect the
23 the IMPROVEMENTS have been inspected and were installed
24 substantially on accordance with the approved and/or permitted plans
25 for the IMPROVEMENTS, and;

1 b. A Contract Payment Request Form and a Contractual Services
2 Purchases Schedule Form, attached hereto and incorporated herein as
3 Exhibit "A" (pages 1 and 2) which are required for each and every
4 reimbursement requested by TOWN. Said information shall list each
5 invoice payable by TOWN and shall include the vendor invoice number,
6 invoice date, and the amount payable by TOWN. TOWN shall attach a
7 copy of each vendor invoice paid by TOWN along with a copy of the
8 respective check and shall make reference thereof to the applicable
9 item listed on the Contractual Services Purchases Schedule Form.
10 Further, the Program Administrator and the Program Financial Officer
11 for TOWN shall also certify that each vendor invoice listed on the
12 Contractual Services Purchases Schedule Form was paid by TOWN as
13 indicated.

14 7. TOWN shall maintain adequate records to justify all charges, expenses,
15 and costs incurred in performing the IMPROVEMENTS for at least three (3) years
16 after the completion of such IMPROVEMENTS. COUNTY shall have access to all
17 books, records and documents as required in this Section for the purpose of
18 inspection or audit during normal business hours.

19 8. TOWN agrees to be responsible for the perpetual maintenance of the
20 IMPROVEMENTS following the installation and shall be solely responsible for
21 obtaining and complying with all necessary permits, approvals, and authorizations
22 from any federal, state, regional, or COUNTY agency which are required for the
23 subsequent maintenance of the IMPROVEMENTS.

24 9. All installation of these IMPROVEMENTS shall be completed and final
25 invoices submitted to COUNTY no later than December 31, 2005, and COUNTY shall
26 have no obligation to TOWN or any other entity or person for any cost incurred
27 thereafter unless the time for completion is extended by modification of this
28 Agreement as provided herein.

1 10. TOWN recognizes that it is an independent contractor, and not an agent
2 or servant of COUNTY or its Board of County Commissioners. In the event a claim
3 or lawsuit is brought against COUNTY, its officers, employees, servants or agents,
4 relating to the IMPROVEMENTS or any item which is the responsibility of TOWN,
5 TOWN hereby agrees, to the extent permitted by law, to indemnify, save and hold
6 harmless COUNTY, its officers, employees, servants or agents, and to defend said
7 persons from any such claims, liabilities, causes of action and judgments of any
8 type whatsoever arising out of or relating to the negligent or wrongful acts or
9 omissions of TOWN relating to the obligations of TOWN under this Agreement.
10 TOWN, to the extent permitted by law, agrees to pay all costs, attorney's fees and
11 expenses incurred by COUNTY, its officers, employees, servants or agents in
12 connection with such claims, liabilities or suits except as may be incurred due to the
13 negligence of COUNTY.

14 11. TOWN shall, at all times during the term of this Agreement (the
15 installation and existence of the IMPROVEMENTS), maintain in force its status as an
16 insured municipal corporation.

17 12. As provided in F.S. 287.132-133, by entering into this Agreement or
18 performing any work in furtherance hereof, TOWN certifies that its affiliates,
19 suppliers, sub-contractors, and consultants who perform work hereunder, have not
20 been placed on the convicted vendor list maintained by the State of Florida
21 Department of Management Services within 36 months immediately preceding the
22 date hereof. This notice is required by F.S. 287.133(3)(a).

23 13. TOWN shall require each contractor engaged by TOWN for work
24 associated with this Agreement to maintain;

25 a. Workers' Compensation coverage in accordance with Florida
26 Statutes, and;

1 b. Commercial General Liability coverage, including vehicle coverage,
2 in combined single limits of not less than ONE MILLION AND 00/100
3 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage
4 as an additional insured.

5 c. A payment and performance bond for the total amount of the
6 improvements in accordance with Florida Statute 255.05.

7 14. In the event of termination, TOWN shall not be relieved of liability to
8 COUNTY for damages sustained by COUNTY by virtue of any breach of the contract
9 by TOWN; and COUNTY may withhold any payment to TOWN for the purpose of set-
10 off until such time as the exact amount of damages due COUNTY is determined.

11 15. TOWN's termination of this AGREEMENT shall result all obligations of
12 COUNTY for funding contemplated herein to be canceled.

13 16. COUNTY and TOWN agree that no person shall, on the grounds of race,
14 color, national origin, sexual orientation, religion or creed, sex, age, or handicap be
15 discriminated against in performance of the Agreement.

16 17. COUNTY may, at COUNTY's discretion and for the duration of
17 construction, install signs within the public property or easement, notifying the
18 public that the construction of the IMPROVEMENTS were funded with COUNTY
19 dollars.

20 18. In the event that any section, paragraph, sentence, clause, or provision
21 hereof is held invalid by a court of competent jurisdiction, such holding shall not
22 affect the remaining portions of this Agreement and the same shall remain in full
23 force and effect.

24 19. All notices required to be given under this Agreement shall be in
25 writing, and deemed sufficient to each party when sent by United States Mail,
26 postage prepaid, to the following:

AS TO COUNTY

Manager, Streetscape Section
Palm Beach County Department of
Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

AS TO TOWN

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

20. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

23. Each party agrees to abide by all laws, orders, rules and regulations and TOWN will comply with all applicable governmental landscaping codes in the maintenance and replacement of the IMPROVEMENTS.

1 24. The parties to this Agreement shall not be deemed to assume any
2 liability for the negligent or wrongful acts, or omissions of the other party (or
3 parties). Nothing contained herein shall be construed as a waiver, by any of the
4 parties, of the liability limits established in Section 768.28, Florida Statutes.

5 25. TOWN shall promptly notify COUNTY of any lawsuit-related complaint,
6 or cause of action threatened or commenced against it which arises out of or
7 relates, in any manner, to the performance of this Agreement.

8 26. The parties expressly covenant and agree that in the event any of the
9 parties is in default of its obligations under this Agreement, the parties not in default
10 shall provide to the defaulting party thirty (30) days written notice before exercising
11 any of their rights.

12 27. The preparation of this Agreement has been a joint effort of the parties,
13 and the resulting document shall not, solely as a matter of judicial constraint, be
14 construed more severely against one of the parties than the other.

15 28. This Agreement represents the entire understanding among the parties,
16 and supersedes all other negotiations, representations, or agreements, either written
17 or oral, relating to this Agreement.

18 29. A copy of this Agreement shall be filed with the Clerk of the Circuit
19 Court in and for Palm Beach County, Florida.

20 30. This Agreement shall take affect upon execution and the effective date
21 shall be the date of execution.

1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is
2 effective on the date first above written.

3 TOWN OF LAKE PARK

4 (TOWN SEAL)

TOWN OF LAKE PARK,
BY ITS TOWN COUNCIL

6 ATTEST:

7 By: _____
8 TOWN CLERK

By: _____
MAYOR

9 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10 By: _____
11 TOWN ATTORNEY
12

13 PALM BEACH COUNTY
14

15 (COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

17 ATTEST:

18 DOROTHY H. WILKEN, CLERK

19 By: _____
20 DEPUTY CLERK

By: _____
KAREN T. MARCUS, CHAIR

21 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

22 By: _____
23 ASSISTANT COUNTY ATTORNEY

24 APPROVED AS TO TERMS AND CONDITIONS

25 By: _____

26 F:\MEDIAN\ASHI\2005\AGMTS\LakeShoreDrive091604

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (____%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

(Project)

Grantee _____ Billing Date _____

Billing # _____ Billing Period _____

[illegible]

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Financial Officer/Date	Administrator/Date
------------------------	--------------------

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☒ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Town-wide Disaster Assistance for Businesses

RECOMMENDED MOTION/ACTION: To authorize staff to develop criteria for an ongoing business disaster assistance program

Approved by Town Manager *[Signature]* **Date:** 10-15-04

Originating Department: Administration	Costs: \$ Funding Source: Acct. #	Attachments: Staff Memorandum
Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager <i>[Signature]</i>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: See attached memo.

MEMO

To: Mayor and Town Commissioners

Via: J. Douglas Drymon *J.D.*
Town Manager

From: Bambi McKibbon-Turner

Subject: Town-wide Disaster Assistance for Businesses

Date: October 12, 2004

At the request of the Town Manager, I have researched the types of assistance which is available to assist the business community with disaster assistance. Following is the outcome of my research, which is organized to provide information regarding funding availability from the Economic Development Administration ("EDA") along with recommendations for a Lake Park Disaster Assistance Program and Suggested Guidelines.

Federal

Lake Park Community Development Director Larry Szykowski has talked with Mr. Willie Taylor, EDA representative in Atlanta, Georgia, to determine the availability of federal funding to assist businesses in disaster recovery. Mr. Taylor has advised that there is \$4 million in Economic Development Administration assistance available to the states for the restoration of damaged public infrastructure (e.g., water lines, sewer lines, rail spurs) connected to job creation, and which repairs such infrastructure to better than its original condition. The program is open-ended, with no stated deadline. The grant range is \$250,000 to \$500,000 per project. The EDA is accepting two-page write-ups for the grant application. Authorization is required from the full Commission for the submittal of an application for this funding.

Recommendations for a Lake Park Disaster Assistance Program and Suggested Guidelines

In a memorandum dated October 12, 2004, recommendations were presented for establishing a disaster recovery assistance program for businesses within the Lake Park CRA. Among the recommendations presented in that memorandum was the design of a survey instrument, based upon the Business Assistance Survey utilized by the Charlotte County CRA (a copy of which is attached for ease of reference), and the distribution by mail via the Lake Park CRA of the survey to all Lake Park businesses. The purpose of the survey would be to assess the types of disaster assistance needed by the business community. Depending upon the outcome of the Business Assistance Survey needs assessment, a disaster assistance center could be established (e.g., in the Mirror Ballroom) where such disaster assistance can be provided. Contact could be made with

the U.S. Small Business Administration to explore the possibility of having loan specialists on hand to provide answers to questions regarding SBA disaster loan programs and to take applications.

Lake Park Grant Making Policy

In October of 2003, the Commission approved the Town grant making policy which established guidelines for providing assistance (e.g., in-kind services or grant funds) to groups which seek local government support for projects within the Town of Lake Park, including the Lake Park CRA. Such assistance is available on a first-come, first-served basis and is separate from the assistance available through the CRA program, the Façade Improvement Program, and the annual matching funding that the Town of Lake Park has historically provided for the Palm Beach County Development Regions Grant Program. The grant making policy was approved following approval of the FY 2004 Town budget; however, no funding was subsequently allocated for such grants. Accordingly, in FY 2004 the only assistance available was in-kind services which constituted 50 percent of the total cost of the proposed project up to a maximum of \$25,000. During Town budget considerations this year, no funding was allocated for FY 2005.

Eligible projects consist of special projects and projects which promote community and economic development within the Town of Lake Park, or to meet matching grant requirements for other programs to the extent that such proposed projects are consistent with the eligibility requirements outlined below, except that such funding cannot be used to meet the applicant's matching share requirements under the Façade Improvement Grant Program or the CRA Program.

Examples of eligible projects are as follows:

- Festivals or street fairs not directly sponsored by the Town of Lake Park
- Relocation or expansion of a business or organization which results in the creation of full-time or full-time equivalent employment opportunities or the retention of jobs that have existed for six months prior to the submittal of the application for this program

Eligible applicants must be legally established nonprofit 501(c)(3) tax exempt organizations and for-profit business enterprises which are physically located within the municipal boundaries of the Town of Lake Park and whose projects will in the opinion of the Town Commission directly benefit citizens of the Town of Lake Park. There is nothing in the current guidelines to prevent usage of such grants to repair hurricane damage to businesses. Grants will not be made to individuals or to start-up organizations or businesses, or to fund political causes or candidates, or religious organizations or causes. A copy of the application form and guidelines are attached.

Recommendations

1. Amend the FY 2005 budget to provide for an allocation of funding for Town grant making pursuant to the Lake Park Grant Making Policy adopted in October 2003 through which disaster assistance can be provided to businesses Town-wide; or
2. Explore the possibility of establishing an ongoing disaster assistance program and relevant criteria. The funding for such program could be kept in reserve for use in the event of a disaster. Having such program and criteria in place would make the Town better prepared to meet the needs of the business community, and would preserve the Town grant making policy outlined above for activities such as festivals or street fairs not directly sponsored by the Town, or relocation or expansion of businesses as provided for in the grant making policy adopted in October 2003.

Attachment

BUSINESS ASSISTANCE SURVEY

Business Name: _____

Owner: _____

Address: _____

- _____ Business closed _____ Business open

If closed, when do you anticipate reopening _____

If closed, what is the most important thing you need to get your business open: _____

- Loss of your building? _____ Yes _____ No

- _____ Own _____ Rent

If you own, value: _____

- Will you be rebuilding? _____ Yes _____ No

- Number of employees temporarily displaced _____
 permanently displaced _____

If you have a current need for new employees, what skills are required:

- Do you anticipate increase prices of goods and services? _____ Yes _____ No

- Opportunities for new business/service?

If Yes, what _____

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004 Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input checked="" type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

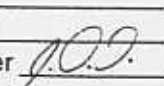
<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Outline of Proposed Hurricane Preparedness Plan, and Assessment of Hurricane Plan Needs.

RECOMMENDED MOTION/ACTION: Review attached Hurricane Preparedness Plan and Assessment of Hurricane Plan Needs documents, and provide staff with comments or suggestions to be further addressed at the November 2004 Hurricane preparedness workshop.

Approved by Town Manager  Date: 10-15-04

Originating Department: Town manager	Costs: \$ 0 Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager <u></u>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Yes I have notified everyone _____ OR Not applicable in this case _____: </div> <div style="width: 45%; text-align: right;"> Please initial one. </div> </div>	

Summary Explanation/Background: See attached memos and documents.

TOWN OF LAKE PARK

MEMO

To: Mayor and Town Commissioners
From: Doug Drymon, Town Manager *D.D.*
Date: October 15, 2004
Subject: Hurricane Preparedness Plan

As requested by the Town Commission, my staff and I have collaborated to produce an outline of what we believe is an effective Hurricane Preparedness Plan, a copy of which is hereby submitted for your review. Please bear in mind that staff intends to "flesh out" this plan with additional information developed from both the upcoming workshop, our own individual departmental plans (some of which need updating themselves) and the applicable portions of the disaster response plans used by PBSO and Palm Beach County Fire Rescue.

Perhaps the most significant difference between the proposed plan and other hurricane preparedness plans that have been used in the past by the Town involves the effort that will be made to address local community needs, such as by providing ice, water and tarps to affected residents and property owners.

Please review the attached draft Hurricane Preparedness Plan document, and provide me with any suggestions or additions that you believe should be addressed within the plan.

Town of Lake Park
Hurricane Plan Outline

Pre-Season Preparation (prior to June 1st)

Department	Action
Town Manager	<ol style="list-style-type: none"> 1. Coordinate review of Hurricane Plan including update of emergency contact information. 2. Conduct Hurricane Preparedness meeting with Department Heads, PBSO District Commander and PBC Fire Rescue Staff. 3. Confirm readiness status of all departments and emergency service providers. 4. Identify those personnel in each department responsible for post-storm damage assessment.
All Departments	<ol style="list-style-type: none"> 1. Review Hurricane Plan 2. Update call lists 3. Confirm readiness of all personnel 4. Check and service all emergency equipment 5. Review all storm related contracts and agreements – check availability of resources.
Office of Information Technology	<ol style="list-style-type: none"> 1. Review with all departments file backup procedure. 2. Confirm emergency cellular phones are ready for activation.
Finance	<ol style="list-style-type: none"> 1. Confirm emergency supplies vendor availability. 2. Obtain current FEMA report forms and reimbursement procedures.

Town of Lake Park
Hurricane Plan Outline

Pre-Season Preparation (prior to June 1st)

Department	Action
Public Works	<ol style="list-style-type: none">1. Up-date list of debris management contractors; establish post-storm clean-up agreements2. Obtain letter from debris management contractors confirming their obligation and ability to provide services to the Town on request.3. Maintain full fuel levels.4. Check emergency supplies5. Review FEMA reimbursement policies and procedures.
Community Development/Building	<ol style="list-style-type: none">1. Establish and maintain a listing of all active construction sites with emergency contact information.2. Review emergency permitting procedures with department staff.
Marina	<ol style="list-style-type: none">1. Conduct hurricane planning meeting with slip holders.2. Update as needed information on slip holders insurance policies.3. Maintain full fuel levels

Town of Lake Park
Hurricane Plan Outline

Phase II Pre-storm (72 hours prior to landfall)

Department	Action
Town Manager's Office	<ol style="list-style-type: none"> 1. Monitor weather advisory/EM2000 2. Develop action plan and Timing Schedule 3. Meet with staff 4. Activate emergency response team 5. Coordinate with PBSO District Commander and Fire Rescue 6. Confirm EOC municipal liaison 7. Brief Commission on plan and status of Town preparations.
Office of Information Technology	<ol style="list-style-type: none"> 1. Confirm activation of EM2000 2. Conduct staff refresher training for EM 2000 input. 3. Update Website with current preparedness information 4. Update channel 18 with current preparedness information 5. Test communication equipment
<p>Emergency Response Team- Town Manager and essential Department Heads</p> <ol style="list-style-type: none"> 1. Public Works Director 2. Office of IT 3. Community Development Director 4. Human Resource Director/PIO 5. Finance Director 6. Marina Manager 	<ol style="list-style-type: none"> 1. Participate in EOC conference calls. 2. Notify all essential personnel. 3. Inventory resources. 4. Fuel Vehicles. 5. Protect facilities and equipment. 6. Alert for potential recall of off duty personnel. 7. Allow staff to prepare home and family matters.

Town of Lake Park
Hurricane Plan Outline

Phase II Pre-storm (48 hours prior to landfall)

Department	Action
Town Manager's Office	<ol style="list-style-type: none"> 1. Participate in County Conference call 2. Notify Commission of activation level 3. Activate emergency response team 4. Prepare EOC facilities 5. Conduct Media briefing/press release
Office of Information Technology	<ol style="list-style-type: none"> 1. Update Website 2. Update channel 18 (as needed)
Public Works	<ol style="list-style-type: none"> 1. Contact debris management contractors and place on notice of possible activation. 2. Fuel vehicles. 3. Run generators and check fuel levels 4. Proceed with debris and garbage collection
Emergency Response Team	<ol style="list-style-type: none"> 1. Check and verify supplies in EOC, food & equipment

Town of Lake Park
Hurricane Plan Outline

Phase II Pre-storm (36 hours prior to landfall)

Department	Action
Town Manager's Office	<ol style="list-style-type: none">1. Discuss timing and implementation with Emergency Response Team.<ol style="list-style-type: none">a. Closure of Town facilities.b. Unmet needs and outstanding issues.2. Participate in County EOC Conference Call.3. Compile situation report and distribute to Commission.4. Issue public press release.
Marina	<ol style="list-style-type: none">1. Post notice to marina patrons to implement their hurricane plan and seek safe harbor2. Haul marina tender and secure at PW yard3. Request PBSO assistance at boat ramp

Town of Lake Park
Hurricane Plan Outline

Phase III Hurricane Watch

Department	Action
Town Manager's Office	<ol style="list-style-type: none"> 1. Mobilize town personnel and activate Storm Emergency Response Plan 2. Establish communication with EOC via fax and phone 3. Establish communication with PBSO and Fire Rescue. 4. Issue Hurricane watch press release. 5. At the suspension of normal operations release or re-assign all non essential personnel.
All Departments	<ol style="list-style-type: none"> 1. Secure files and other valuables off floors. 2. Back-up computer data. 3. Initiate and maintain Storm Emergency Logs. 4. Unplug all electric equipment not being used. 5. Secure facilities and non-emergency equipment.
Office of Information Technology	<ol style="list-style-type: none"> 1. Coordinate the unplugging of all computer equipment with all departments. 2. Change message on Town Hall phone system to appropriate announcement. 3. Activate back-up server system. 4. Update change 18 announcement. 5. Update website information.

Town of Lake Park
Hurricane Plan Outline

Phase III Hurricane Watch

Department	Action
Finance	<ol style="list-style-type: none"> 1. Confirm all departments have appropriate forms 2. Coordinate all emergency purchases in accordance with Town purchasing procedures 3. Establish and maintain single cost center system. 4. Establish and maintain a system to meet finance, payroll and other payment obligations. 5. Provide security and protection of vital records and equipment.
Public Works	<ol style="list-style-type: none"> 1. Finish securing and shuttering all buildings. 2. Remove and store all canvas awnings and wind screens 3. Collect and store loose equipment (trash cans) 4. Stage materials for post-storm 5. Distribute emergency supplies/food for personnel.
Recreation	<ol style="list-style-type: none"> 1. Prepare Recreation center/EOC and supplies. 2. Take down flags at all Town facilities. 3. Secure equipment and buildings at Ball fields and parks
Community Development/Building	<ol style="list-style-type: none"> 1. Contact contractors and instruct them to secure all construction sites. 2. Inspect sites to ensure compliance.

Town of Lake Park
Hurricane Plan Outline

Phase IV Hurricane Warning

Department	Action
Town Manager's Office	<ol style="list-style-type: none">1. Develop action plan and response timing.2. County EOC Conference call.3. Close Town Buildings.4. Brief Commission.5. Issue media press release.
Office of Information Technology	<ol style="list-style-type: none">1. Update webpage.2. Update channel 18.3. Update phone message.
Public Works	<ol style="list-style-type: none">1. Stop all regular activity not related to storm preparations.2. Activate debris management contracts.3. Depending on weather conditions and operational considerations, dismiss employees who are on duty with "return to duty" instructions as soon as post-storm weather permits.
Emergency Response Team	<ol style="list-style-type: none">1. Review resource needs.2. Begin resource tracking.3. Coordinate mutual aid needs.

Town of Lake Park
Hurricane Plan Outline

Phase V Hurricane Landfall Imminent

Department	Action
Emergency Response Team	<ol style="list-style-type: none">1. Maintain contact with County EOC.2. Review resources and financial tracking requirements.3. Re-entry refueling of vehicles.4. Review security issues.5. Plan post storm recovery efforts.<ol style="list-style-type: none">a. Damage assessment team.b. Infrastructure assessment.c. Comfort stations.d. Distribution Sites.e. Debris removal.f. Temporary Housing.g. Mutual Aid.
Town Manager's Office	<ol style="list-style-type: none">1. Brief Commission<ol style="list-style-type: none">a. Damage assessment.b. Curfews.c. Re-entry.d. Post-disaster redevelopment.

Town of Lake Park
Hurricane Plan Outline

Phase VI Post-storm Response

Department	Action
All Town Employees	Are responsible for calling supervisor to report their status within 8 hrs after the storm passes.
Emergency Response Team	<ol style="list-style-type: none"> 1. Damage assessment 2. Critical Facilities 3. Health Issues 4. Comfort stations 5. Search & Rescue 6. Debris removal 7. Determine availability of local vendors and services 8. Assess status of infrastructure <ol style="list-style-type: none"> a. Communication. b. Healthcare. c. Power. d. Sewer/Water. e. Shelter status. f. Coordinate reentry. g. Identify housing and feeding needs for emergency workers.
Town Manager's Office	<ol style="list-style-type: none"> 1. Brief Commission 2. Assess public information/media capabilities 3. Flyer distribution 4. Information bulletins 5. Provide press release & interviews 6. Meet with PBSO and Fire Rescue representatives. 7. Coordinate with(public works) the restoration of all utilities and services as soon as possible. 8. Maintain post-storm communications with county EOC. 9. Convene daily status meetings with all departments and service providers.

Town of Lake Park
Hurricane Plan Outline

Phase VI Post-storm Response

Department	Action
Public Works	<ol style="list-style-type: none"> 1. Emergency debris removal. 2. Initial damage assessment for all Town facilities and public areas. 3. Photograph storm damaged areas. 4. Submit daily summaries and reports forms to FEMA coordinator. 5. Clear roads for access. 6. Identify and mark hazards. 7. Restore garbage service as quickly as possible. 8. Initiate Road clearing & debris removal plan. 9. Repair and restore facilities. 10. Coordinate with public utility providers to restore service to affected areas of Town. 11. Inspect public structures and property damage and provide preliminary estimate of the value of the same. Use FEMA forms.
Community Development/Building	<ol style="list-style-type: none"> 1. Inspect private/commercial property. damage and provide preliminary estimate of value of the same. Use FEMA forms. 2. Establish field permit site, if necessary. 3. Activate emergency building permit policy.
Human Resources	<ol style="list-style-type: none"> 1. Contact any Town employee who has not called into their department within 24hrs of storm passing. 2. Coordinate relief assistance for Town employees and their families, as needed. Coordinate with a liaison from the Employee Assistance Program. 3. Provide information and assistance to Town supervisors regarding personnel policies during emergencies.
Office of Information Technology	<ol style="list-style-type: none"> 1. Reestablish server connection as soon as possible. 2. Update website. 3. Update channel 18. 4. Change voice message on phone.

Town of Lake Park
Hurricane Plan Outline

Phase VII Hurricane Post Storm Recovery

Department	Action
Town Manager's Office	<ol style="list-style-type: none"> 1. Brief Commission. 2. Address mass care needs. 3. Perform damage assessment. 4. Perform assessment of infrastructure. 5. Coordinate operations of distribution sites, comfort stations. 6. Establish action plan.
Emergency Response Team	<ol style="list-style-type: none"> 1. Coordinate with State Recovery Center. 2. Coordinate debris removal, method of disposal, hazmat, waterways, etc. 3. Evaluate time to restore essential services: power, water, and sewer. 4. Building inspections. 5. Infrastructure Inspections. 6. Identify resource needs. 7. Continue damage assessment. 8. Assess status of state and federal disaster assistance. 9. Begin storm shutter removal and un-securing facilities.
All Departments	<p>As soon as time and activity permits</p> <ol style="list-style-type: none"> 1. Return to normal operations. 2. Review functionality of plan. 3. Assess deficiencies.

TOWN OF LAKE PARK

MEMO

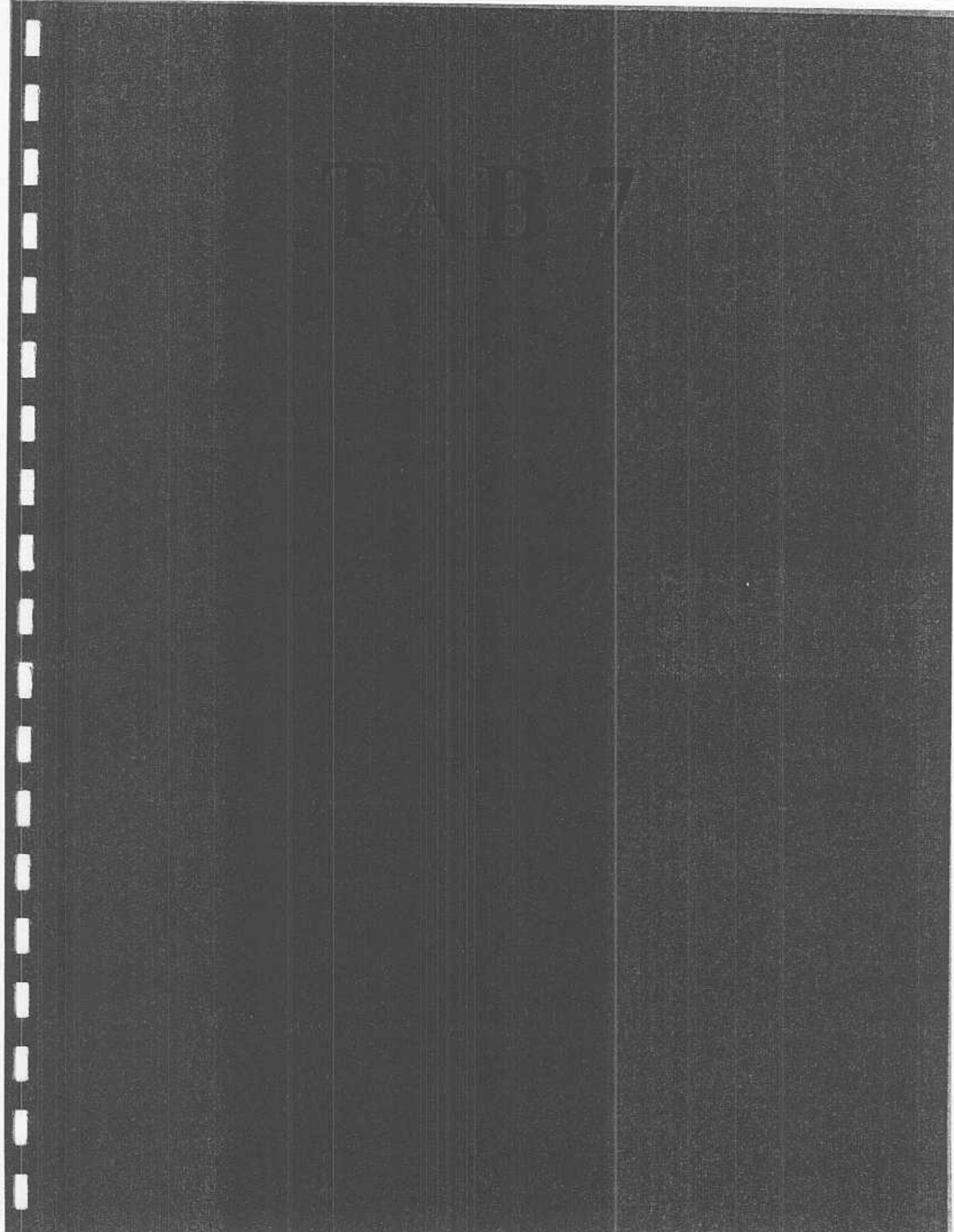
To: Mayor and Town Commissioners
From: Doug Drymon, Town Manager *D.O.*
Date: October 15, 2004

Subject: Assessment of Hurricane Plan Needs

With every plan there is always room for improvement. Following is a brief recap of items which probably need to be discussed and addressed by the Commission and Town staff at the hurricane workshop in November.

1. Who has decision-making authority in emergencies? The Town's ordinances need to be reviewed, and if necessary updated, to verify that this and other response issues are properly addressed.
2. A reverse 911 system needs to be investigated to facilitate better communication with citizens.
3. A predetermined emergency pay policy needs to be developed and adopted.
4. Essential employees need to be identified and their responsibilities clearly defined in an emergency.
5. An emergency purchasing policy needs to be developed and adopted.
6. The Town needs to purchase storm related equipment for use only during a storm event – chain saws, small battery operated hand tools, spill booms, additional signage, plywood, etc.
7. We need to look at better equipping the Recreation Center to serve as an effective EOC.
 - a. Establish policy for who is to use this facility - Emergency Response Team, Commissioners, General Public, Special Needs, Staff, etc.
 - b. Determine who is responsible for staffing and supplying facility.
8. A generator needs to be purchased for Town Hall.
 - a. Evaluate needs to determine size of generator (just lights and equipment, or to include air conditioning as well).
9. Town staff needs to investigate cost and options involved in establishing a Town Identification system, so that Town officials and staff can have access and re-entry to the Town during curfew hours.
10. A back-up network server and other equipment needed to keep the Town's communication systems up-and-running both during and after a storm event should be purchased.

11. The immediate needs of Town citizens following a storm event needs to be addressed.
 - a. Investigate the pre-purchase of needed supplies and the storage requirements for same. (This could include parking two tractor-trailers in a secure location, one filled with ice, the other with MREs, tarps and bottled water.)
 - b. Develop a distribution plan.
 - c. Determine staffing needs of such undertaking.
 - d. Develop a volunteer group with training; CERT.
 - e. Evaluate other options such as working closely with existing organizations like the Red Cross, Salvation Army, SBA, etc.
12. The Town needs to send key personnel to the Governor's annual hurricane conference.
13. The Emergency Preparation Plan needs to be established as a budgeted line item.



**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: October 20, 2004

Agenda Item No.

☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION

☒ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Venetian Isles PBSO sub-station.

RECOMMENDED MOTION/ACTION: Provide Town staff with consensus regarding the relocation of PBSO District 10 offices from Town Hall to Venetian Isles.

Approved by Town Manager J. Douglas Ingram Date: 10/14/04

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney <u>JRB</u> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager <u>J.D.</u>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: See attached memo.

TOWN OF LAKE PARK

MEMO

To: Mayor and Town Commissioners
From: Doug Drymon, Town Manager *D.D.*
Date: October 14, 2004
Subject: Venetian Isles PBSO Sub-Station

Attached for general information purposes is a copy of the lease agreement the Town will execute with Trust Lake Park Two, Ltd. (the owners of Venetian Isles) to allow the Palm Beach County Sheriff's Office (PBSO) to begin operation of a sub-station at the housing complex. This document was prepared by the legal representatives of the owners, and has been reviewed by staff and our Town Attorney Tom Baird. Due to the hurricanes, and the recent change in command at District 10, work on finishing out the sub-station office space has been delayed, but is now ready to resume.

Under the terms of the lease agreement, the Town will pay Trust Lake Part Two, Ltd., \$10.00 to lease the office for 5 years, plus \$300.00 annually to cover the costs of utilities. These funds have been budgeted in the Sheriff's Department portion of the Town's General Fund budget for Fiscal Year 2004-2005.

Also attached is a copy of a memo from Hoa Hoang, dated August 23, 2004, which includes a recommendation to relocate the PBSO District 10 offices from their current location in the Town Hall to Venetian Isles. I have discussed this option with Captain Doug Reece, the new District 10 Commander, and he has indicated to me that he and PBSO are willing to do whatever the Town feels is in our best interests.

I am requesting the Commission to give staff some consensus as to whether you approve, disapprove, or have no feelings one way or another regarding the relocation of PBSO District 10 offices from their current location in Town Hall to Venetian Isles. Besides the benefits cited by Hoa in his memo, moving District 10 offices to Venetian Isles will free up additional office space that can be used for Town Hall employees or other town-related business.

MEMO

To: Doug Drymon
Town Manager

From: Hoa Hoang
Assistant to the Town Manager

Subject: Venetian Isles PBSO Office

Date: August 23, 2004

Pursuant to your direction on August 10, 2004 that I review the lease agreement between Venetian Isles and the Town of Lake Park to provide space for a PBSO administrative office, I did so and have determined that the lease agreement needs to be revised to include for local telephone service (i.e., without long distance) to be provided by the landlord, subject to review and approval by the Town Attorney.

I have also talked with Matthew Reiger about the matter on August 10, 2004 and on August 18, 2004 I met with Venetian Isles management (Shawn Wilson, Executive Vice President for Housing Trust Group of Florida; Gilda Fernandez, Venetian Isles site manager). Along with PBSO Captain John Carroll and his assistant Kara Mendez, I carefully inspected the permanent office space to be provided. I found that the space is large enough to provide for an office, a half bathroom. Air conditioning would be included. In showing us around the space, Mr. Wilson also showed us adjacent space in the club house which is available in the club house for temporary use as a PBSO office until the permanent office space which I have described above is completed. The estimated completion date for the permanent office space is the end of September 2004.

With regard to the permanent office space and after carefully inspecting the space the following are my recommendations:

1. One of the main purposes of the PBSO is to serve the public. Location of the PBSO administrative office at Venetian Isles would provide exposure of PBSO to the public in the new Congress Avenue Development area, and would enhance service to Venetian Isles as well as new commercial areas such as Lowe's, Super Wal-Mart, Super Target and Northlake Square West. The presence of a PBSO office onsite at Venetian Isles could also inhibit what seems to be an emerging crime problem at the site.
2. Hopefully in the future, we can expose P.B.S.O. to Park Avenue Downtown, which in my opinion, would be better to serve the Town of Lake Park, but until then, their administrative office at Venetian Isle would serve the newly development area better.

3. The location of a permanent (not satellite) PBSO administrative office at Venetian Isles would of course require relocation of the current PBSO administrative office which is now located adjacent to the Commission Chamber here at Town Hall. Inasmuch as the plan for PBSO is to establish more of a satellite office at the Town's Recreation Station, I don't perceive the location of the permanent PBSO office to Venetian Isles to be a problem. Also, Mr. Wilson has indicated that should PBSO require larger space for its permanent administrative office, he can accommodate such requirement.
4. In terms of timing of the move of the current PBSO office from Town Hall to Venetian Isles, I suggest that we wait until the permanent office is complete so that PBSO can relocate directly to the permanent office, rather than to a temporary office space in the club house. This would eliminate confusion on the part of the public, which is already critical of the Town's contract with PBSO for local law enforcement services.

Please provide me with your feedback at your earliest convenience so that I can advise Housing Trust Group how to revise their lease agreement and change their architecture plan to accommodate the Lake Park Sheriff's Office.

cc: Captain John Carroll, Commander PBSO

TOWN OF LAKE PARK

MEMO

To: Tom Baird, Town Attorney
From: Doug Drymon, Town Manager *D.D.*
Date: July 23, 2004

Subject: Sheriff's sub-station lease agreement for Venetian Isles

Tom –

The Sheriff's Department has forwarded the attached lease agreement for the sub-station office that they (PBSO) are going to use at Venetian Isles. The owners of Venetian Isles are requiring that this lease be executed before use of the sub-station office (now completed) can begin. As you know, the recent shooting at Venetian Isles, along with other incidents of a criminal nature that have taken place within the complex, has caused the Commission to state publicly that the Town will take a more active part in ensuring residents' safety. Since the sub-station is considered by many to have an important place in this process, I would like to get this before the Commission as soon as possible for their consideration and approval. Your review of the lease document is needed in order for me to proceed with getting this matter on a future Commission meeting agenda. I have reviewed the lease agreement myself and have no suggested changes to offer you.

Hoa Hoang

From: Thomas J. Baird [tbaird@tjbairdlaw.com]
Sent: Monday, August 16, 2004 1:01 PM
To: Hoa Hoang
Subject: RE: Police space in Venetian Isles

Ok by me.

Thomas J. Baird, Esq.
Thomas J. Baird, P.A.
11891 U.S. Highway One, Suite 105
North Palm Beach, FL 33408
(561) 625-4400
(561) 625-0610 - Fax
tbaird@tjbairdlaw.com

-----Original Message-----

From: Hoa Hoang [mailto:hhoang@lakeparkflorida.gov]
Sent: Thursday, August 12, 2004 7:56 AM
To: tbaird@tjbairdlaw.com
Subject: Police space in Venetian Isles

Tom

In addition to the original lease agreement between the Town and Venetian Isle (Trust Lake Park Two, LTD.) for the PBSO Office space that you already reviewed, we modified section 9 (Utilities) to clarify they (the landlord) to provide the phone but not long distance.

Doug asked me to verify if it's OK with you

Here is the language:

>>9. **Utilities.** Tenant shall pay all charges for water, sewer, gas, electricity, telephone and any other services and utilities used by Tenant on the Leased Premises during the term of this Lease in the advance annual amount of Three Hundred and no/100 Dollars (\$300.00) unless otherwise expressly agreed in writing by Landlord. Any long distance charges incurred at the phone number provided to the Leased Premises will be passed through to the Town of Lake Park Police Department for reimbursement within ten (10) days of such request. Failure to reimburse Landlord for long distance charges will be considered a default. Tenant acknowledges that the Leased Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Please let me know
Thanks

Hoa N. Hoang
Assistant to Town Manager
Chief Information Technology Officer
Town of Lake Park
(561)-881-3303

Venetian Isles

Florida Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this _____ day of _____, 2004, by and between Trust Lake Park Two, Ltd., a Florida limited partnership ("Landlord") and The Town of Lake Park ("Tenant").

Landlord is the owner of land and improvements commonly known as Venetian Isles and described on the attached Exhibit "A" (the "Building").

Landlord makes available for lease a portion of the Building designated as 827 Murano Drive, Palm Beach County, Florida (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Term.** A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning on July 1, 2004 and ending five (5) years thereafter on June 30, 2009. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. Tenant shall make no claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental.** A. Tenant shall pay to the Landlord during the Initial Term rental of Ten and no/100 Dollars for the entire term of the Lease.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be Ten and no/100 Dollars for the entire Renewal Term.

3. **Use.** Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, which consent may be withheld for any reason or for no reason at all.

5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. **Insurance.** A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance

evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.** Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease in the advance annual amount of Three Hundred and no/100 Dollars (\$300.00) unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs.** Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at a location agreed upon by Landlord, a sign which is permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage for any reason or for no reason at all. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing sign. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.** Landlord shall have the right to enter upon the Leased Premises during reasonable business hours to inspect the same, provided Landlord shall not thereby unreasonable interfere with Tenant's business on the Leased Premises.

12. **Parking.** During the term of this lease, Tenant shall have the exclusive use of one marked parking space. If another parking is available adjacent to the premises, a second parking space may be used. If no second space is available, the second automobile must be parked on the street.

13. **Building Rules.** Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. **Damage and Destruction.** Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the

reasonable control of Landlord. The provisions of this paragraph extend not only to the matter aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.** Tenant must occupy the Premises. If the Premises are unoccupied by Tenant, or Tenant's agents, employees, or invitees for a period of four (4) consecutive weeks, then this lease shall terminate in full and Tenant will be without recourse.

16. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonable require.

19. **Indemnification of Landlord.** Tenant will indemnify, defend (by counsel acceptable to Landlord), protect and hold Landlord and Landlord's agents, employees

officers, directors, partners and share-holders harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorney's fees) or death of or injury to any person or damage to any property whatsoever arising out of or relating to Tenant's breach or default under this Lease, including, but not limited to Tenant's use or occupancy of the Premises or caused by Tenant or its agents, contractors, employees, licensees, guests or invitees. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Project or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Premises as well as all damage to tenants or occupants thereof caused by misuse or neglect of said Premises, its apparatus or appurtenances of the common areas, by Tenant or Tenant's employees, contractors, licensees, guests, agents and invitees.

20. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Trust Lake Park Two, Ltd.
c/o Housing Trust Group
3225 Aviation Avenue, PH 700
Coconut Grove, FL 33133
Attn: Matthew Rieger, P.A.

If to Tenant to:

The Town of Lake Park

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.** Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Intentionally Deleted.

24. Headings. The hearings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

TRUST LAKE PARK TWO, LTD.,
a Florida limited partnership

THE TOWN OF LAKE PARK

By: Trust Lake Park Two
Associates,
L.L.C., a Florida limited liability
company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"
The Building

800 Venetian Isles Drive
Lake Park, FL 33403

Florida Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this _____ day of _____, 2004, by and between Trust Lake Park Two, Ltd., a Florida limited partnership ("Landlord") and The Town of Lake Park ("Tenant").

Landlord is the owner of land and improvements commonly known as Venetian Isles and described on the attached Exhibit "A" (the "Building").

Landlord makes available for lease a portion of the Building designated as 827 Murano Drive, Palm Beach County, Florida (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Term.** A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning on July 1, 2004 and ending five (5) years thereafter on June 30, 2009. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. Tenant shall make no claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental.** A. Tenant shall pay to the Landlord during the Initial Term rental of Ten and no/100 Dollars for the entire term of the Lease.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be Ten and no/100 Dollars for the entire Renewal Term.

3. **Use.** Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, which consent may be withheld for any reason or for no reason at all.

5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. **Insurance.** A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance

evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities**. Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease in the advance annual amount of Three Hundred and no/100 Dollars (\$300.00) unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs**. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at a location agreed upon by Landlord, a sign which is permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage for any reason or for no reason at all. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing sign. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry**. Landlord shall have the right to enter upon the Leased Premises during reasonable business hours to inspect the same, provided Landlord shall not thereby unreasonable interfere with Tenant's business on the Leased Premises.

12. **Parking**. During the term of this lease, Tenant shall have the exclusive use of one marked parking space. If another parking is available adjacent to the premises, a second parking space may be used. If no second space is available, the second automobile must be parked on the street.

13. **Building Rules**. Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. **Damage and Destruction**. Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the

reasonable control of Landlord. The provisions of this paragraph extend not only to the matter aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.** Tenant must occupy the Premises. If the Premises are unoccupied by Tenant, or Tenant's agents, employees, or invitees for a period of four (4) consecutive weeks, then this lease shall terminate in full and Tenant will be without recourse.

16. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonable require.

19. **Indemnification of Landlord.** Tenant will indemnify, defend (by counsel acceptable to Landlord), protect and hold Landlord and Landlord's agents, employees

officers, directors, partners and share-holders harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorney's fees) or death of or injury to any person or damage to any property whatsoever arising out of or relating to Tenant's breach or default under this Lease, including, but not limited to Tenant's use or occupancy of the Premises or caused by Tenant or its agents, contractors, employees, licensees, guests or invitees. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Project or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Premises as well as all damage to tenants or occupants thereof caused by misuse or neglect of said Premises, its apparatus or appurtenances of the common areas, by Tenant or Tenant's employees, contractors, licensees, guests, agents and invitees.

20. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Trust Lake Park Two, Ltd.
c/o Housing Trust Group
3225 Aviation Avenue, PH 700
Coconut Grove, FL 33133
Attn: Matthew Rieger, P.A.

If to Tenant to:

The Town of Lake Park

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.** Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Intentionally Deleted.**

24. **Headings.** The hearings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

TRUST LAKE PARK TWO, LTD.,
a Florida limited partnership

THE TOWN OF LAKE PARK

By: Trust Lake Park Two
Associates,
L.L.C., a Florida limited liability
company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

The Building

800 Venetian Isles Drive
Lake Park, FL 33403

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☒ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM


☐ CONSENT AGENDA

☐ Other:

SUBJECT: Approve staff to distribute a total of \$4,000 from a Wal-Mart donation and matching Town funds to Adopt a Family of the Palm Beaches, for the purpose of providing for the needs of families affected by the hurricanes.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager  Date: 10-15-04

Originating Department: Town manager	Costs: \$ 4,000 total Funding Source: \$2,000 from Town Contingency monies, \$2,000 from Wal-Mart donation. Acct. # 900-999-01	Attachments:
	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager 
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: See attached memos.

TOWN OF LAKE PARK

MEMO

To: Mayor and Town Commissioners
From: Doug Drymon, Town Manager *D.D.*
Date: October 15, 2004

Subject: Distribution of \$2,000 Wal-Mart Donation and Matching Town Funds

Attached for the Commission's review is a memo prepared by Patience Cohn outlining the steps the Town staff has taken to apply the \$2,000 donation from Wal-Mart, plus an additional \$2,000 in matching Town funds, towards the needs of residents negatively impacted by hurricanes Frances and Jeanne. I concur with Patience's suggestion that the Town partner with Adopt a Family of the Palm Beaches to distribute these funds in a manner which will reach the most number of Lake Park residents and do the most good. I recommend that the Town proceed with making the arrangements to get the donations into Adopt a Family's hands as quickly as possible so that the distribution of \$25 gift certificates can proceed.

Memorandum

To: Doug Drymon
CC: Paul Carlisle
From: Patience Cohn *PC*
Date: 10/15/2004
Re: Wal-Mart Donation

The distribution of the generous donation from Wal-Mart (\$2,000) and the matching funds provided by the Town Commission has proven to be a bit more complicated than would appear to be the case at first glance.

Staff began by contacting community-active volunteers (COP, Neighborhood Watch, and Super Seniors) for suggestions. While each group could point to several deserving families, the exact needs were almost impossible to identify. United Way was then consulted because of their experience in this field. They directed the Town to Adopt a Family of the Palm Beaches, which is a 501(C)(3) charity working under the umbrella of the United Way. This organization is located in Lake Park and has a system in place to screen applicants and track recipients. This is a good practice for the distribution of public funds and the process was discussed with the State auditor's office.

In speaking with Wendy Tippet, from Adopt a Family, she confirmed that what is needed most is the ability to buy perishable food (milk, eggs, etc.). The organization's food pantry has dry goods available. She mentioned that of the 900 families which applied for help this week approximately 300 were Lake Park residents. She suggested that distributing gift certificates in \$25 denominations would permit these families to purchase the groceries they need from Super Wal-Mart. Adopt a Family has the ability to track and distribute the donations only to Lake Park residents.

Chris Dallmann, the Wal-Mart store manager, has been very helpful and has agreed to re-issue their \$2,000 donation in \$25 gift cards. This distribution method seems to address all concerns to reach the neediest, do the most good for the most amount of people, and comply with State laws pertaining to the disbursement of public funds.

I recommend we move forward with this option.

TAB 9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Thank You Letters and Proclamations for all those who provided assistance following Hurricanes Frances and Jeanne

RECOMMENDED MOTION/ACTION: To send thank you letters to those Businesses or organizations that assisted the Town of Lake Park following both Hurricanes Frances and Jeanne and to present proclamations to those individuals who assisted the Town during both storms.

Approved by Town Manager



Date: 10-15-04

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. #	Attachments: None
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input checked="" type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Yes I have notified everyone _____ OR Not applicable in this case _____: </div> <div style="width: 35%; text-align: center;"> Please initial one. </div> </div>	

Summary Explanation/Background: At its October 6, 2004 meeting, the Commission directed that a list be developed of organizations and individuals who provided assistance to the Lake Park community following Hurricane Frances and Hurricane Jeanne so that they could be recognized by the

Commission for their service. Staff recommends the organizations and individuals listed below for such recognition and that thank you letters be sent on behalf of the Town of Lake Park to the organizations identified. Staff also recommends that proclamations be presented to the individuals listed below, the presentation of such proclamations to occur at the November 3, 2004 Commission meeting.

Town of Palm Beach	Wal-Mart	Citizens on Patrol
City of Riviera Beach	Allen Hall/Publix	Captain Carroll/PBSO
Public Works Department	Salvation Army	P B C Fire Rescue
Congressman Mark Foley	Dunkin Donuts	American Legion
Town of Lake Park Commission & Ruth Daly	American Red Cross	Eastern Waste Systems
Senator Bill Nelson	U.S. Army Corps of Engineers	Seacoast Utility Authority
Genanne Doughty	Peter Caranza/Steve Dunlap/Brent Rhoda of Sysco Foods	Employees & Associated Contractors of FP& Light
Szynkowski Family	Florida Public Utilities	FEMA
Paul Carlisle	Channel 5 News	Port Consolidated
Jorge Quintero	Infinity Broadcasting	Joanne Knapp
Jeanne Longtin	Veteran of Foreign Wars	Kelly Rice

TAB 10

FAXED
10-14-04

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Planning and Zoning Board Recommendation

RECOMMENDED MOTION/ACTION: Planning & Zoning Board is recommending that an ordinance be drawn up addressing the temporary use and location of boat and vehicle awnings with time limits.

Approved by Town Manager

[Signature]

Date:

10/14/04

Originating Department: Community Development <i>[Signature]</i>	Credits: \$ Funding Source: Acct. #	Attachments: Memo dated 10/12/04
Department Review: <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>[Signature]</i> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

See attached Memorandum

DATE: October 12, 2004
TO: Mayor and Town Commissioners
FROM: Larry Szykowski, Community Development Director
SUBJECT: Boat and Vehicle Tent Awnings

ISSUE

The purpose of this memo is to transmit the recommendation of the Town's Planning and Zoning Board regarding vehicle tent awnings and request direction for a code amendment to address such structures.

HISTORY

On April 22, 2004, the Town's Code Compliance Officer, Mr. Greg Durgin, received a complaint from a resident regarding a canvas vehicle awning. Mr. Durgin informed the individual the "structure" might not be a permitted accessory structure in a residential district. He further informed the resident of the Town's requirement for individuals to contact the Building Department to present product approval for review prior to construction or installation. In this way, types of structures, materials and setbacks can be verified and issues resolved prior to individuals investing substantial amounts of money. At this time, no citations were issued; however, residents with recently installed vehicle tent awnings received warnings from the Code Enforcement Officer. Those receiving warnings contacted the Building Department regarding the installation of these structures. Pursuant to their request, Mr. Jamie Gentile, as Interim community Development Director, prepared an email to the Town Manager explaining the issue and providing an interpretation of the code.

On May 19, 2004 Staff prepared a memo for the Town Manager's Office explaining Staff's interpretation of the code. Community Development also sent a letter to effected residents explaining the Town's position on Vehicle Tent Awnings.

On August 3, 2004, the Code Enforcement Officer issued multiple citations/correction notices to residents in the Town for removal of these structures. These residents were cited under the Code of Ordinances, Section 7-87: "Any requirement, not specifically covered by this code, found necessary for the safety, health, and general welfare of the occupants of any dwelling, shall be determined by the building director subject to appeal to the Planning and Zoning Board." Furthermore, the Town's Residential Zoning Districts do not list a vehicle tent awning as a permitted accessory structure. A garage, carport and shed are the only types of accessory structures listed in the residential districts of the Town's Code.

Vehicle Awnings Page 2

Following Hurricane Frances, Community Development Staff inspected the residences having said structures and found, for the most part:

- these structures were not taken down, as residents stated they would be, prior to a major storm event and
- these structures did not fare well with the winds and rains the Town experienced.

STAFF INTERPRETATION

Staff is of the opinion the code does not permit these types of structures and are therefore, by the nature of the Code, prohibited. Furthermore, the structures pose a safety concern as they do not meet wind loads and could become a safety hazard during a storm event. Finally, approving said structures could set a precedent encouraging their proliferation thereby negatively impacting Town aesthetics.

RECOMMENDATION

As Staff has received several complaints regarding interpretation of the code, the Town Manager has requested Staff present the issue to the Planning and Zoning Board for a recommendation. **This recommendation is to draft an Ordinance to address the Use and Location of Temporary Awnings for boats and vehicles with a time limitation.**

Staff is providing this memorandum for your information and is requesting direction from the Town Commission as it pertains to whether an Ordinance should be drafted as recommended by the Planning and Zoning Board.

TAB 11

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION☒ DISCUSSION☐ ORDINANCE ON FIRST READING☐ BID/RFP AWARD☐ GENERAL APPROVAL OF ITEM☐ CONSENT AGENDA☐ Other:


SUBJECT: Request for Information for a Management Study Concerning the Possible Re-establishment of the Local Lake Park Police Department and the Lake Park Fire Department.

RECOMMENDED MOTION/ACTION: Approval of the Request for Letters of Interest and to authorize staff to publish same.

Approved by Town Manager



Date: 10/15/04

Originating Department: Administration	Costs: \$ Funding Source: Acct. #	Attachments: Copy of Request for Information
Department Review: <input checked="" type="checkbox"/> Town Attorney  <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please Initial one.

Summary Explanation/Background: See attached information.

*The Town of
Lake Park*
Office of the Town Manager



DATE: October 15, 2004

LOI NO.: _____

REQUEST FOR LETTERS OF INTEREST

The Town of Lake Park, Florida, hereinafter referred to as "Town", will receive sealed Letters of Interest ("LOI") together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Offeror, at the office of the Town Clerk, Town Hall, 535 Park Avenue, Lake Park, Florida 33403, for furnishing the services described below.

**FEASIBILITY STUDY FOR THE RE-ESTABLISHMENT OF THE TOWN POLICE
DEPARTMENT AND TOWN FIRE DEPARTMENT**

LOI's must be received and time stamped by the Town Clerk, either by mail or hand delivery, no later than 10:00 a.m. EST on ***, 2004. A public opening will take place at or before *** a.m. EST in the Town Commission Chamber located at Town Hall on the same date. Facsimile submittals will not be accepted. Any LOI's received after 10:00 a.m. EST on said date will not be accepted under any circumstances. Any uncertainty regarding the time a LOI is received will be resolved against the Offeror.

The Town reserves the right to reject any or all LOI's, to waive any or all LOI's received, to re-advertise for LOI's, to award in whole or in part to one or more Offerors, or take any other such actions that may be deemed to be in the best interests of the Town.

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), the Town of Lake Park is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the proposed project. Firms and entities which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This LOI is divided into three (3) sections:

1. Instructions
2. Offeror's Qualifications Form (Forms 254 and 255)
3. Offeror's Forms (Non-collusive Affidavit, Qualifications Statement)

Completed proposals shall be submitted by enclosing the Qualifications Forms and the Offeror Form response in a sealed envelope. The outside of the envelope shall positively identify the Offeror, the forms enclosed, and the name of this project.

After review of all submissions, the Town shall enter into negotiations with the most qualified Offeror for professional services at compensation which the Town determines is fair, competitive, and reasonable for the purpose of establishing an agreement to be executed by both parties. After an agreement is reached between the Town and the selected Offeror, the Town Attorney's Office shall prepare a final contract. Should the Town and the Offeror considered to be most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified Offeror. Upon completion of successful negotiations, a Notice of Award of Contract will then be presented to the Town Commission. As the best interest of the Town may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in LOI's received.

II. BACKGROUND INFORMATION

The Town of Lake Park is geographically located in the southeastern United States along the Atlantic seacoast of Florida, was chartered as Kelsey City in 1923, and officially renamed as the Town of Lake Park in 1939 pursuant to Ordinance 3-39. It has been referred to as the "Gateway to the Palm Beaches" and the "Jewel of the Palm Beaches" since the 1920's. Lake Park's municipal form of government as set forth in its charter is "Commission-Manager". The elective officers are the Mayor and members of the Town Commission who are each elected in specific groups to three-year terms. The Town Manager serves as the chief administrative officer of the Town under the general supervision of the Mayor and Town Commission.

Lake Park is a community with an overall population of 8,721, according to the 2000 Decennial Census. A small town by population, Lake Park is home to several industries including, but not limited to, construction, manufacturing, and retail and wholesale trade. Its business-friendly regulatory climate and atmosphere are supportive to business development and entrepreneurship. Lake Park lies within the West Palm Beach-Boca Raton, Florida Metropolitan Statistical Area, and is situated north of the City of West Palm Beach, Florida.

Effective October 1, 2001, the Town of Lake Park entered into a contract with the Palm Beach County Sheriff's Office for the provision of local law enforcement services to the Town. The term of the contract is four (4) years commencing on the above effective date and ending on September 30, 2005. As a result of such contract, the local Lake Park Police Department was disbanded and certain employees of the former Lake Park Police Department (e.g., sworn officers and non-sworn administrative and clerical staff) were retained by the Palm Beach County Sheriff's Office. Fleet vehicles and equipment and certain office equipment previously owned by the Town of Lake Park and utilized by the Lake Park Police Department were transferred to the Palm Beach County Sheriff's Office. The building owned by the Town of Lake Park, in which the Lake Park Police Department was housed, has not undergone major structural changes but has nevertheless been converted into office space for the Lake Park Recreation Department (the Palm Beach County Sheriff's Office utilizes one office in this building).

Effective June 29, 2002, the Town of Lake Park entered into a contract with Palm Beach County Fire Rescue for the provision of fire protection and emergency medical services Town. The term of the contract is seven (7) years commencing on the above effective date and ending on October 1, 2009. As a result of such contract, the local Lake Park Fire Department was disbanded and certain employees of the former Lake Park Fire Department were retained by Palm Beach County Fire Rescue. Fleet vehicles and equipment previously owned by the Town of Lake Park and utilized by the Lake Park Fire Department was transferred to Palm Beach County Fire Rescue. Additionally, the building owned by the Town of Lake Park which was utilized by the Lake Park Fire Department was sold to Palm Beach County Fire Rescue. The feasibility study for the re-establishment of the Town police department and Town fire department must address the re-establishment of the above described facilities.

III. STATEMENT OF THE WORK

- A. Perform a study to determine the feasibility of re-establishing a municipal police department and fire department.

IV. LOI SUBMISSION REQUIREMENTS

1. Firm Qualifications

Attached to this LOI is a Qualifications Statement, which all responding firms or entities must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding Offeror from further consideration regarding this project. A Public Entity Crimes Statement (VII) is also made part of this LOI. Standard Forms 254 and 155 shall also be submitted.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in design of similar facilities will be directly beneficial to the Town in the design of the project.

Offerors shall identify the contact person, chief/primary design professional(s) and supervisory personnel who will work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offerors should provide a listing of the qualifications including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

2. Copies of Submissions

Ten (10) copies of the entire LOI should be submitted to the Town of Lake Park to the attention of the Town Clerk.

3. Addenda, Additional Information

Any addenda or answers to written questions supplied by the Town to participating Offerors shall become part of this Request for Letters of Interest and the resulting contract. The Offeror's Certification form shall be signed by an authorized company representative, dated and returned with the LOI.

No negotiations, decisions or actions shall be initiated by the Offeror as a result of any discussions with any Town employees. Only those communications which are in writing from the Town Clerk may be considered as a duly authorized expression. Also, only communications from firms or entities which are signed and in writing will be recognized by the Town as duly authorized on behalf of the Offeror.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the successful Offeror shall provide the Town with certified copies of all insurance policies providing coverage as required.
2. The successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence;
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the successful Offeror engaged in work under the contract in accordance with the laws of the State of Florida. The successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

<u>\$1,000,000</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
--------------------	---

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

- i. Premises and Operations;
- ii. Independent Contractors;
- iii. Products and Completed Operations;
- iv. Broad Form Property Damage;
- v. Broad Form Contractual Coverage applicable to the contract and specifically confirming the indemnification and hold harmless agreement in the contract;
- vi. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the successful Offeror in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

3. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF LAKE PARK IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to the town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail, return receipt requested.
4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Offerors are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

To the fullest extent permitted by laws and regulations, the successful Offeror shall indemnify and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liability and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the

operations or services furnished by the successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the successful Offeror and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction or public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

VIII. SCHEDULE OF EVENTS

The schedule of events relative to this procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Letters of Interest	***
2. Opening of Letters of Interest	***
3. Submission Evaluations	Week of ***
4. Contract Negotiations	Week of ***
5. Award of Contract	***

The Town reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letters of Interest.

IX. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH LOI'S

The following documents are to be executed, notarized (if applicable) and submitted as a condition to this Request for Letters of Interest:

1. Offeror's Certification
2. Certificate of Insurance
3. Non-collusive Affidavit
4. Offeror's Qualifications Statement

X. AWARD OF CONTRACT

This contract shall be awarded to the most qualified Offeror(s) that agree to provide the requisite professional services at compensation which the Town determines is fair, reasonable and competitive.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 2004.

By: _____
Signature of Individual

Witness Printed Name of Individual

Witness Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 2004.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 2004.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 2004.

Printed Name of Corporation

State of Incorporation

(CORPORATE
SEAL)

By: _____
Signature of President or
Other Authorized Officer

ATTEST:

Address of Corporation

Secretary

City/State/Zip

State of _____
County of _____

Business Phone Number

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____ ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
- (2) That he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respect such proposal;
- (3) Such Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other proposal, or to fix any overhead, profit, or cost elements of the Proposal or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

Printed Name

Title

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2004, by _____, who is personally known to me or who has
produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Lake Park

ADDRESS: 535 Park Avenue
Lake Park, Florida 33403

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

CIRCLE ONE
Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the corporation, partnership, trade or fictitious name under which you do business and the address of the principal place of business:

The correct name of the Offeror is: _____
The address of the principal place of business is: _____

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Registered Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name, Address and Ownership Units of All Partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

(Name)	(Address)	(Phone Number)
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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary):

11. State the name of the individual who will have personal supervision of the work:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CUASE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public; print, stamp, or type as commissioned

1974 FEB 12

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004



Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Marina Restaurant Options

RECOMMENDED MOTION/ACTION: The Town Commission direct staff on the preferred action regarding the Marina restaurant location.

Approved by Town Manager  Date: 10/14/04

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments: Memorandum
Department Review: <input checked="" type="checkbox"/> City Attorney <u></u> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input checked="" type="checkbox"/> Public Works <u></u> <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

See Attached Memorandum

MEMORANDUM

Date: October 13, 2004
To: Town Commission
From: Paul E. Carlisle, Director of Public Works
Subject: Alternate Restaurant Locations
CC: Doug Drymon, Town Manager
Patience Cohn, Marina Manager
Cynthia Sementelli, Finance Director
Thomas J. Baird, Town Attorney

At the request of the Town Commission, Staff has inquired as to the reverter clauses attached to the Marina Deeds. The Town has received an opinion from Submerged Land that the construction of the restaurant at the proposed location would require the Town to pay 6% of the gross from the proceeds of the restaurant.

Based on this information, Staff has provided four options for the Commission to consider.

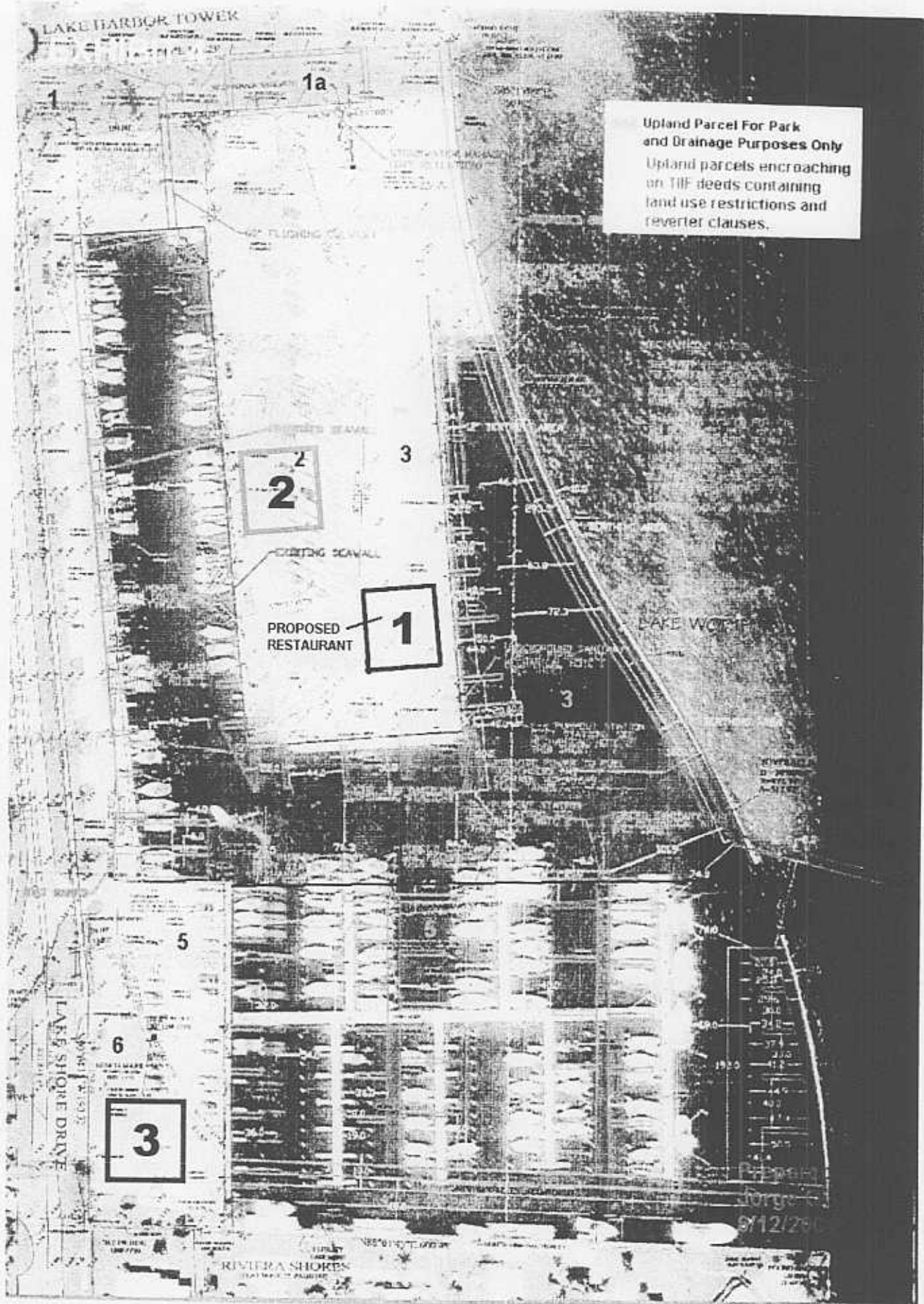
1. **Maintain the current location.**
This option will allow the Marina plan to remain as is and the Town would be required to pay the 6% of the gross sales as part of the lease to the state for the right to operate the restaurant on the submerged land. Estimated yearly payment \$80,000.
2. **Choose site #2 on the West side of the peninsula.**
This would place the restaurant on land that does not have a reverter clause. We would need to relocate a water line and some of the utilities to place the structure on this site. The structure would need to be a minimum of two stories to allow for the traffic to circulate the site. Estimated cost to relocate the utilities is \$100,000.
3. **Choose site #3 at the South parking lot.**
This would place the restaurant along the South property line in the parking lot located at Silver Beach Road. This location will require the abandonment of the Silver Beach Road Right of Way in this location and a

zoning dedication for the specific purpose. We will also need to authorize the current contractor to install a second force main before the parking and roadway are completed. The estimated cost for the force main, \$6,000 along with additional engineering costs that may be incorporated with the Request for Proposal for the restaurant.

4. Do not construct a restaurant.

A site map showing each of the three possible restaurant locations is attached for your review.

Staff is asking for direction from the Commission as to the option that should be pursued at this time. Please be advised that time is of the essence as we are rapidly completing the site work and any additional delays will impact the cost of any changes that we make from this point forward.



TAB 13

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 20, 2004

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Marina Exterior Colors

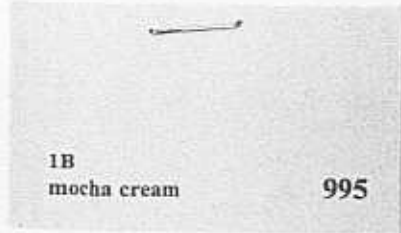
RECOMMENDED MOTION/ACTION: The Town Commission direct staff on the preferred color for the Marina Buildings

Approved by Town Manager *[Signature]* Date: 10/14/04

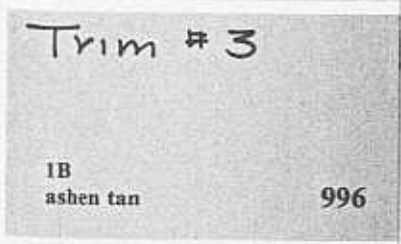
Originating Department:	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: Paint Chips
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u><i>[Signature]</i></u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

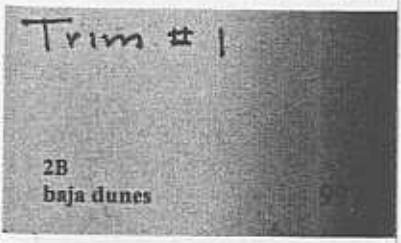
Staff has provided the Commission with some options for the painting of the Marina buildings. Staff is asking for the Commission to approve the color of the exterior of the buildings.



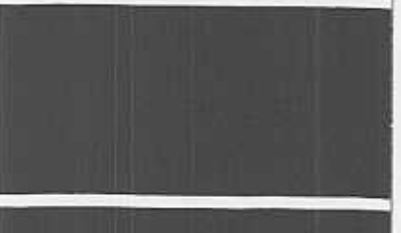
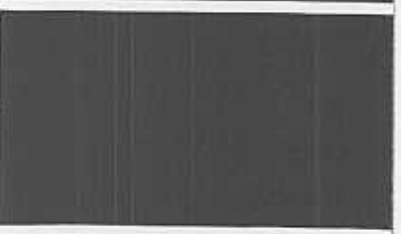
1B
mocha cream 995



Trim #3
1B
ashen tan 996



Trim #1
2B
baja dunes



BENJAMIN MOORE® 118

Wall #3

lemon ice

1B W

2024-70

Wall #1

lemonade

1B W

2024-60

Wall #2

jasper yellow

1B W

2024-50

yellow finch

2B W

2024-40

BENJAMIN MOORE®
COLORPREVIEW™ 2024

TABLE 4

circumstances
5/17/09



NATIONAL HISTORIC SITE

Application to Serve on Town Boards and Committees

Please print or type the following information:

Telephone: _____ home _____ work _____

No

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1



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Park Avenue, Lake Park, Florida 33403 • (561) 881-3311 • Fax: (561) 881-3313

Your Name: Kellean A. Alton

Please indicate the reason for your interest in your first and second choices:

I am a resident accross the street from the
Mania and ~~the~~ have an interest in its development.

Number of Meetings of the above boards you have attended in the past six months: 3

Your Educational Background: (High School, College, Graduate School or other training)

UCF BSBA 1992

FL CPA 1995

What is/was your profession or occupation? Senior Accountant

How long? 9

Please indicate employment experience that you feel relates to your ^{2 yrs} service on an Advisory Board or Committee: Constructive Mgmt Firm; Engineering

Firm; Landscaping Contractor; Consulting Firm ^{2 yrs}

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: _____

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

I HEREBY CERTIFY THAT THE STATEMENTS AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED.

Signature: Kellean Alton Date: 11/29/03

Non Resident Business
Owner

TOWN OF LAKE PARK
TOWN MANAGER'S OFFICE
535 PARK AVENUE, LAKE PARK, FL 33403

VOLUNTEER PROFILE SHEET
REQUEST TO SERVE ON TOWN BOARDS AND COMMITTEES

The *Talent Bank* serves as an information file of the skills, talents and interests of Lake Park Residents who are willing to serve on citizen advisory boards and committees for the Town of Lake Park. The *Talent Bank* information will be utilized when vacancies occur on boards and committees. You will be contacted when your application is being considered.

Please print or type the following information and return to the Town Clerk's Office, 535 Park Avenue, Lake Park, Florida 33403

Name: KRAPE JERRY W.
(last, first, middle initial)
Address: 100 DARY RD. SOUTH NORTH PALM BEACH, FL.
700 U.S. HWY 1.
Telephone Number: (Home) _____ . Work) _____
Social Security No. _____ (Date of Birth) _____

Are you a registered voter in the Town of Lake Park? NO

YES NO

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Are you currently on a Town board or committee?

☐ ☒

Have you ever been convicted of a crime other than a minor traffic infraction

☐ ☒

If so when? _____ Where? _____

Please indicate by number your preference of no more than five of the advisory boards or committees on which you would like to serve (1= most desired, 5= least desired).

	<u>Alternate</u>	<u>Member</u>
<input type="checkbox"/> Board of Adjustment *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Code Enforcement Board *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Education Committee	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Library Board	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Marina Development/Control Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Merit Board *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pension Trust Fund (Fire)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pension Trust Fund (Police)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Planning & Zoning Board *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Town Tree Board	<input type="checkbox"/>	<input type="checkbox"/>

☐ CRA Board

☐

☐

☐ Other

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☐

* NOTE: Membership on these committees require applicant to fill out a financial disclosure form per F.S. 112.3145(1)(a),(2)(b),(7)

Your Name: _____

Please indicate the reason for your interest in your 1st and 2nd choice:

I would like to see the town encourage a business
FRIENDLY ATMOSPHERE & DEAL FAIRLY WITH ALL THE CITIZENS OF
LAKE PARK ESPECIALLY PROTECT THE OLDER PEOPLE IN LAKE PARK.
Number of meetings of the above group(s) you have attended in the last six months:
MOST City Council Meetings

Education Background (High School, College, Graduate School or other training):

4 YEARS JOHN CARROLL UNIV. + 2 YEARS CAPT. in Army Dental
4 YEARS OHIO STATE DENTAL S

What is/was your profession/occupation? DENTIST How long? _____

Please indicate employment experience that you feel relates to your desired service on an Advisory Board or Committee:

HAVE LIVED IN LAKE PARK FOR 4 1/2 YRS. WORKED IN LAKE
PARK FOR 28 YEARS.

Please indicate other general community involvement and other factors you feel qualify you to serve on the boards that you have chosen:

LOVE THIS TOWN - WANT IT TO PROSPER -
WILL WORK IN BEST INTEREST FOR THE PEOPLE OF LAKE PARK.

Feel free to attach an extra sheet if required. Also, please attach your resume, if available. Fill in and return form to the Office of the Town Clerk.

I HEREBY CERTIFY THAT THE STATEMENTS AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE IF APPOINTED.

SIGNATURE: Dennis W. Krape DATE: June 20, 2001

BALLOT

MAYOR/COMMISSIONER

PLEASE BE ADVISED THAT THERE IS ONLY ONE VACANCY ON THE LAKE PARK HARBOR MARINA BOARD. PLEASE ONLY CAST ONE VOTE FOR THE PERSON YOU FEEL IS MOST QUALIFIED TO SERVE ON THE TOWN'S ADVISORY BOARD.

<u>Applicant(s):</u>	<u>Yes</u>	<u>No</u>
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Dr. Jerry Krape	_____	_____
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Ms. Kelleen Allen	_____	_____
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TABLE 15

**Town of Lake Park Town Commission
Agenda Request Form**Meeting Date: **October 20, 2004**

Agenda Item No. _____

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Code Compliance Board

RECOMMENDED MOTION/ACTION: Direction from Mayor and Town Commissioners to present all Code Compliance cases before Special Magistrate in order to render the most efficient, economical, and impartial interpretation of codes, evidence and the dispensing of justice. The Community Development Department request the Town Commission's decision 1. to amend its ordinance to increase the Board membership, and continue with recruitment or 2. to repeal that portion and continue with Special Magistrate.

Approved by Town Manager J. Douglas [Signature]Date: 10/15/04

Originating Department: <u>CPD</u>	Costs: \$ Funding Source: Acct. #	<u>See Attached</u> <u>Memo</u>
Department Review: <input checked="" type="checkbox"/> City Attorney <u>[Signature]</u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <u>LS</u>	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Department <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	Finance Director Approval:	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one: _____

Summary Explanation/Background: See attached memo



The Town of Lake Park

Community Development Department

DATE: October 13, 2004
TO: Mayor and Town Commissioners
FROM: Larry Szykowski, Community Development Director
SUBJECT: Code Compliance Board

ISSUE

The purpose of this memo is to request direction in the resolution of the following administrative matter regarding the Town's Code Compliance Board:

HISTORY

Two recent monthly sessions of the Code Compliance Board hearings were canceled due to lack of sufficient quorum. Of the five (5) member Board with no alternates, three (3) members attended each of the two hearings scheduled on July 15, 2004 and September 16, 2004.

The Code Compliance Board membership currently stands at four (4) with no alternates. Recruitment attempts by the Town Clerk over the past year have produced no prospective additions to the Board.

At present, Florida State statute requires a seven (7) member Board based on the Town's population.

RECOMMENDATION

The Town's interests are best served by presenting all Code Compliance cases before the Special Magistrate in order to render the most efficient, economical, and impartial interpretation of codes, evidence and the dispensing of justice.

The Community Development Department requests the Town Commission's decision 1) to amend its ordinance to increase the Board membership, and continue with recruitment or 2) to repeal that portion and continue with the Special Magistrate.

TAB 16

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: October 15, 2004

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT:

Special Code Enforcement Issues: Blockage of Easements; Drainage and Utility.

RECOMMENDED MOTION/ACTION: Staff is recommending to lower the weight restriction so that campers and Recreational Vehicles will not be permitted to be stored in utility easements.

Approved by Town Manager *J. Douglas Ingram* Date: 10-15-04

Originating Department: Clerks Office	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney <u>N/A</u> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Interim Town Clerk <input checked="" type="checkbox"/> Town Manager <u><i>J. Douglas</i></u>
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>✓</u> or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Please see attachment.

MEMORANDUM

DATE: October 15, 2004

TO: Town of Lake Park Mayor Castro and Commissioners

FROM: Larry Szykowski, AICP, Community Development Director

SUBJECT: Special Code Enforcement Issue:
BLOCKAGE OF EASEMENTS DRAINAGE AND UTILITY

For your review the Code Section regarding drainage easement states that Plantings will not interfere with drainage. Also it states that "sufficient notice" will be provided so that property owners may remove landscape materials. The Code Enforcement Division has been enforcing "life safety issues." A separate transmittal has addressed recent enforcement of those issues.

The enforcement of easements requires prior research by staff on the location and dimension of easements, as well as sufficient notification of property owners. Once the life safety issues have been resolved, the staff time and attention will be focused on the easements.

Sec. 31-4. Planting on certain drainage easements.

Those persons whose homes or lots abut the drainage easement running through the center of Blocks 61, 65, 69, 73, 39 and 115 of the town may landscape and beautify that portion of the drainage easement which directly abuts the entire length of the property owned to a depth of twenty-five (25) feet from the rear property line in such blocks. All landscaping and beautification shall be first presented to the town manager who shall approve or modify same upon determination that **any landscaping and beautification will not interfere with the use of the easement for drainage purposes or the use of the easement to maintain existing or anticipated future drainage facilities.** All landscaping and beautification placed on the drainage easement shall become the property of the town and the town shall assume no liability for any damage to the landscaping or beautification material by town employees or under town auspices; provided, however, that the town manager is directed to **make every effort to provide the abutting property owners who have landscaped and beautified the drainage easement referred to above with sufficient notice of any intended damage or destruction to beautification of landscape material so that said property owners may remove these materials, whereupon such materials shall belong to the abutting property owner, as set forth herein.**

The following Section 31-6 implies that trees are allowed in a utility easement, but **Tree Topping after storm damage or under utility wires may be allowed by the Tree Advisory Board.** Further, when a tree is a "hazard to life or property" the Town can cause a tree on private property to be removed, but it is the property owners' responsibility. **After consultation with the Tree Board and Public Works Director,** (the) Code Enforcement (Board) can enforce this Section. I take it that staff can act for the Code Enforcement Board. The code does not state who determines when a tree is an imminent hazard. I defer to the Town Attorney for this clarification.

I recommend relying on the Code Enforcement Officer to notify property owners. The Code Enforcement Officer would then list such trees for removal. I would ensure that such list be updated and be transmitted to the Public Works Director. Questions arise from this process. Does the property owner have a right to due process through the Code Compliance Board or Special Master? How long of a time frame should be allowed for the property owner to remove a hazardous tree? I am sure that the Town attorney can answer these questions also.

In any case, my staff will be prepared to follow through with this function.

Sec. 31-6. Tree topping.

It shall be unlawful as a normal practice for any person, firm or town department to top any street tree, park tree or other tree on public property. "Topping" is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. **Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempt from this section at the determination of the town tree board.**

Sec. 31-8. Dead or diseased tree removal on private property.

The town shall have the right to cause the removal of any dead or diseased trees on private property within the town, **when such trees constitute a hazard to life and property,** or harbor insects or disease which constitute a potential threat to other trees within the town. **The property owner shall be responsible for removal of such trees. The code enforcement board shall be responsible for enforcement of this requirement after consultation with the town tree board and the public works director.** In the event of failure of owners to comply with such provisions or **when such trees present an imminent hazard,** the town shall have the authority to remove such trees and place a lien on the property of the owner for the cost of removal.

(Ord. No. 3-1991, § 4, 2-6-91)

The following Code Sections relate to storage of vehicles in a swale. Motor vehicles may be stored in a swale from dusk to dawn, but not from dawn to dusk. The Board of Adjustment may grant a variance based on criteria from the Building Official and the Public Works Director. I will gladly follow up on criteria with Paul Carlisle with strict construction.

Sec. 30-3. Outdoor storage for single-family and duplex sites.
Outdoor storage on a site zoned for single-family or duplex residence(s) is subject to the following conditions and restrictions:

(1) Automobiles, pickup trucks, light vans and/or motorcycles used for regular transportation shall be stored within an open carport, within an approved driveway and/or within a swale area adjacent to the site provided, however, the storage of any vehicles within the swale area shall be prohibited from dawn to dusk. All such vehicles, at all times, shall have affixed a valid license plate. Notwithstanding any provision of this Code to the contrary, **the board of adjustment may grant a variance to the limitations on swale parking to any property owner who can meet the criteria for variances specified in section 33-53, provided that any such variance shall be subject to criteria and standards specified by the building official developed in concert with the director of public works, which criteria and standards shall be designed to preserve the aesthetic and functional aspects of the swale, with special consideration given to water retention and drainage issues.**

(2) A motor home or RV, travel or camping trailer, boat/trailer combination, open or enclosed cargo trailer with or without cargo, project/special-purpose vehicle shall be stored to the rear of the front building line closest to the street and, if possible, set back from the side property lines a distance at least equivalent to the required side yard setback for the principal building. Provided, however, no such equipment shall be stored between any building and an adjacent street, except as provided in section 30-3(2)c. All such vehicles/trailers shall have affixed a current license plate and all boats shall have affixed a valid registration decal...

c. Such equipment shall be screened from adjacent properties on the side property line nearest the equipment by an obscuring fence or landscaping, which such screening shall be a minimum of six (6) feet in height. On corner lots, when such equipment is stored between a building and an adjacent street, such equipment shall be screened on all sides visible from either adjacent street by an obscuring fence or landscaping, which such screening shall be six (6) feet in height. Provided, however, no such equipment shall be stored within a required side yard setback between a building and an adjacent street...

Outdoor storage of a motor or recreational vehicle is allowed in a utility and drainage easement if it weighs 30,000 pounds or less. The Town Public Works Director can have the owner remove such a vehicle from these easements.

I recommend that the weight restriction be lowered; that campers and RV's not be permitted to be stored in a utility easement.

(5) Outdoor storage within a utility easement, drainage easement, alley right-of-way, street right-of-way or front yard area, except as provided herein, is prohibited. Notwithstanding the foregoing, outdoor storage of project/special purpose vehicles, cargo trailers (enclosed or open), boats and motor homes and/or RVs ("vehicles") shall be permitted in utility and drainage easements, subject to the following restrictions:

- a. Any such vehicle shall not have a gross vehicle weight in excess of thirty thousand (30,000) pounds.
- b. Any such vehicle must be placed at least seven (7) feet from the rear property line.
- c. Such storage must not interfere with the rights of the easement holder to access and utilize the easement for the purposes intended by the easement.
- d. No structures may be erected within such easement.
- e. No vehicle may be stored directly over a culvert or other drainage infrastructure.
- f. **Any such vehicle must be relocated at the request of the easement holder or the town's director of public works or his designee.**

(6) Outdoor storage shall be limited to personal property owned or leased by the occupant-owner or occupant-lessee of the site.

(7) Outdoor storage and the area of storage shall be maintained in a clean, neat and presentable manner.